

Directors Report

Education Coordinator Report September 2010

Professional Development:

Generations At Work—We became aware of the generations with which we work on a daily basis.

- Values
- Assets
- Liabilities
- How to relate

This was a very valuable inservice to assist to provide staff members with information regarding the differences in peers, parents, etc. with which we work and each generation's style of learning and communication preferences.

Charter Training

Teachers got together in groups to extract/summarize pertinent information regarding the Eight Purposes for Charter Schools, Comprehensive Program of Instruction, Utah State Core Curriculum, Effectiveness Goals, Program of Instructional and Special Education. The summaries were written on chart paper to then share with the rest of the staff with discussion as needed.

Professionalism

We viewed the DVD, "The Professional Educator" by Harry Wong

This video reiterated the standards for professionalism for which Lakeview stands and want to continue to refine.

General Safety

Mike Marshall from Risk Management did an hour presentation on general safety for students including First Aide and blood pathogens. The teachers had good questions and we had several quality discussions.

Misc. information

Insurance and benefits, computer training, sexual harassment (will be online), etc.

Things to come (new):

RenWeb training for new and *old* teachers

Middle School Language Arts and Fluency Assessment (began on August 19th)

Leo on Wheels (Leonardo Da Vinci)-Art/Science on wheels -- Liz Mathews is organizing for all of her art classes to attend this lab once each during the week of Sept. 27th. There will be an evening for families also planned for the 27th from 4:30-6:30.

FACILITIES MANAGEMENT REPORT

MANAGER: BRYAN ETTINGER

DIRECTOR: BUD STONE

8-20-10

we have had a good transition into the new school year. We have made some simple changes to schedules and how we stock the cleaning supplies. Each pod now has a fully stocked cleaning closet that contains all the necessary equipment and supplies to carry out all cleaning tasks. This will eliminate the extra time spent moving supplies and equipment throughout the school.

I have purchased and stocked large amount of this year's cleaning supplies in a back stock room insuring that we always have product on hand. We have also supplied all the rooms in the school that have dispensers and sinks with a complete stock of supplies.

I have received some new equipment this year to help the staff become more efficient. We now have a new spot extractor, back pack vacuum, product dispensers and an assortment of tools all designed to lighten the work load and make it more efficient.

Are concrete project is complete and looks great this is on the north side of the school. The work areas are complete with the exception of the 5-6 room. We had a hard time getting a tile match but as of yesterday I have one. I will be installing the tile and finishing the detail shortly. I also am building a few more coat racks for the 5-6 pod.

My team worked very hard leading up to the first day of school and accomplished all the projects they were assigned. I want to thank those that support and help us, we get better each year in many different ways and I will continue to look for ways to improve are facilities clean and well maintained for everyone.

Bryan Ettinger

Enrollment Report as of 08/20/2010

Grade	Currently Enrolled	Enrolled 2009-2010	Students Lost/Gained	Waitlist	Positions offered
K	77			151	
1	76	75	+1	110	
2	97	75	+22	52	3
3	100	97	+3	47	
4	101	98	+3	29	
5	76	72	+4	23	
6	69	67	+2	0	
7	46	71	-25	1	
8	50	61	-11	0	
9	7	33	-26	0	

*Due to the 10 day rule, students who we have been unable to contact must remain on our rolls until August 31st. Following August 31st we will be able to offer positions where we have vacancies.

Accreditation Summary 2010-2011

1. The Overview Process

- a. Bud, Penny and DeAnne met with John Childs- Accreditation Consultant, Spring 2010
- b. DeAnne, Penny, Troy, Cheryl attended training, Spring 2010
- c. DeAnne was part of a visiting accreditation team to Legacy Prep (Bountiful) and attended 2 additional trainings 2009-2010.
- d. Contacted Janice Combe about USU services for required independent parent, teacher and student surveys.

2. Developing the School Profile

- a. Gather demographic information.
- b. DeAnne asked Joylin about a school history piece needed for report.
- c. Data collection.

3. Defining Beliefs and Missions

- a. Already established through charter.

4. Defining Desired Results of Student Learning

- a. Already established through charter and policies.

5. Analyzing Departmental Effectiveness

- a. Receive reports from USU independent surveys.
- b. Analyze data to identify 3 areas for school improvement plan (SIP).
- c. Establish Committees for each of the 3 areas.

6. Analyzing Instruction and Organization Effectiveness

- a. Each Committee will further analyze data for specific area.

7. Developing the Action Plan

- b. Each Committee will develop a plan of improvement.
- c. Administration will approve plans and work with committees to develop incremental strategies for implementation.

8. Implementing the Action Plan

- a. By the end of 2011, Action plan will be in place.
- b. Accreditation team will conduct official visit and evaluation of SIP.

Board Reports

Tina Smith

This month has been filled with much preparation for the first day of school. I had the privileged to be in attendance at and participate in the first staff meeting held prior to school starting. As a board we gave a "short" presentation regarding the various roles that the director and the board have and reviewed the organizational structure of the school. As I get to know the teachers and staff better, I am more and more impressed by their excitement for the upcoming year as well as their commitment to excellence. I also attended the Hot Dog Hello and it was a great pleasure to meet so many new parents and families to Lakeview. It is great to see that our reputation for hands-on activities, excellence in academics and the arts grow in the community.

I have been working with the members of the board to continue our governance training as well as our strategic planning. I continue to be involved in weekly financial matters, contracts as well as the monthly payroll. I was invited and attended an educational fireside put on by the Saratoga Springs Stake and their Educational Committee. The purpose of this fireside was to encourage and motivate parents and students to become more engaged in their education. It was well attended by members of the community, educational leaders from the surrounding schools, as well as Representative Kenneth Sumsion. I also assisted Kathryn with Dibels testing in the middle school.

I feel positive about the start of the school year and am excited to see incredible things this year!

Tina Smith
Board President
Lakeview Academy

April Thompson

I attended the August 5th board meeting and presented charter training. I have been working over the summer to reread the charter and policies. My new job for the board is to facilitate charter training during board meetings, so I have worked hard to map out a plan for the year.

I attended the Hot Dog Hello. It was a huge success. Thank you to the administration and staff for a job well done. I had many comments on how efficiently the activity was run and the excellent condition of the building. THANK YOU!!

I enjoyed being a part of the faculty training on Aug. 17th. We talked to the teachers about governance and clarified the board of trustees and directors roles. I enjoyed the positive energy and excitement I felt. It was a pleasure to be at the meeting.

Best regards,
April Thompson

April

Cory Thorson

1) Checks now have two signature lines.

I would like to add Bud as a check signer. == two board members, Tina and me, one admin Bud

The default role would be that Bud signs and I sign. Tina will only sign if I am unable to.

I think I need a vote on this?

* In the event Bud cannot sign due to conflict of interests, Tina and I will sign
* In the event I cannot sign due to conflict of interest, Bud and Tina will sign
* In the even Tina cannot sign due to conflict of interest, Bud and I will sign
* Until there are 3 signers on the account, Tina and I will continue to sign as usual.

No check should be issued without two signatures.

Purchasing card authority will remain a treasurer responsibility. Currently there are 3 purchasing cards. Tina, James, Deanne. If Mr. Stone .

2) We opened an investment account as a result of the last board meeting, (I was not in attendance to that meeting to know all the details)

Cory Thorson
Board of Trustees

Joylin Lincoln

I have been very busy the last month.

Meetings that I have attended:

State Charter Board Meeting
State Association Meeting
Special Fireside on Education sponsored by local church
Hot Dog Hello and Back to School Night
Facility Meeting

I have been working on getting all of our policies up on the website as well as updating all of our records. I have been preparing for the upcoming special election which will be held on September 2nd.

Joylin Lincoln

Alan Daniels

As the summer has wound down, and school is back in session, I took the opportunity to attend back to school night's "Hotdog Hello". It was great to see all of the excited parents, children, teachers, and staff here at Lakeview. I also attended a portion of a faculty meeting and got to see a small portion of the training that the teachers have received..

Alan Daniels

The Lakeview Academy Board of Trustees is pleased to announce the following two candidates for the open Parent Elect seat on the Board of Trustees. The election will take place on September 1st and 2nd. Parents will be allowed to vote for one of the two candidates by voting on line (a survey will be sent out to each family), by coming into the office on September 2nd, or attending the Board of Trustees Meeting on September 2nd at 7:00. Each family will only have one vote regardless of how many students they have attending Lakeview Academy. The votes will be tabulated during the September 2nd board meeting. In case of a tie those in attendance to the Board meeting on September 2nd will vote and break the tie.

Kristine Tyler

My name is Kristine Tyler and I am interested in running for the Parent Elect Member on the Board of Trustees position that is open.

My family and I have lived in Eagle Mountain for 8 years and our children have attended Lakeview since it opened. I currently have 3 of my 5 children enrolled at Lakeview, and look forward to our younger children attending in the upcoming years. We moved our children to Lakeview because we felt that it best met our desire and their need for an educational experience that would help them reach their potential. I have always felt that this responsibility does not belong solely or even in large to their teachers and school administration, but that my involvement has been and is vital. It has been my privilege to volunteer in many capacities during my children's education and find joy and satisfaction in doing so.

I do have a desire to see this school succeed and am willing to serve you and your children to the best of my ability. Being a mother of 5 children, serving in my church, working with the Cub Scout Program in my area, my involvement in the school, and extras activities my children participate in- cause me to feel I have had lots of valuable experiences and relationships that have taught me skills that could help me in this opportunity. I do not claim to know all that is needed to fill this position, but I am willing to understand better and perform any responsibilities entrusted to me as a member of the Board of Trustees, if I am elected.

I agree with our school's mission and feel I can offer a perspective that is unique. I have lived in many parts of our great country and have experience many different ways that education was undertaken- some very successfully and others not so well executed. My experiences have caused me to want to do all I can to ensure that my children and the children in my community have the best opportunities to assist them in being Capable, Confident, and Contributing members of society wherever they may go and in whatever good they desire to pursue.

I practice financial discipline in my personal life and have set difficult, but obtainable goals that my family has been able to achieve and/or are well on our way to achieving. I believe these skills could be beneficial to our school.

Thank you for your time and consideration of me for this position.

Justin Turner

Lakeview Academy Board of Trustees position

My name is Justin Turner and I was born and raised in American Fork. I met my wife while attending Utah Valley State College. We have been married for 14 years and have six children. Four of our six children attend Lakeview and our two oldest have been with the school since it opened. Our children attend 8th, 7th, 3rd, and 1st grade. I wanted to be more involved in the behind the scenes aspect of my children's schooling so I joined the Trust Lands Committee last year. I heard about the Board of Trustees position during the meet the teacher's night and I want to be a part of the board.

I graduated from the University of Utah with a degree in communication. The full title is Bachelors of Science in communication with an emphasis in argumentation and decision making. I furthered my training with comprehensive training in facilitation, negotiation, and mediation from the University of Utah. With this certificate I became a licensed divorce court mediator. In addition to this I volunteered twice a week for two years within the Salt Lake and Utah County small claims court system.

My work history started on my grandparent's farm in Highland and at 16 years old I began a career in the construction industry. I gained valuable experience including how to run a business. After obtaining my degree I worked for the Department of Workforce Services in various capacities while mediating on the side. I am currently working for Stevens-Henager College as a State Programs Coordinator.

I would enjoy the opportunity to work with the Board of Trustees to ensure that our children are receiving the best education.

Policy Type: Required Policy
Policy Title: Fee Waivers Policy

To ensure the participation of all students, fees must be waived for eligible students for any class, program, or activity provided, sponsored, or supported by Lakeview Academy. Fees must be waived for the following students:

- Students eligible for free school lunch.
- Students who are in state custody or foster care.
- Students whose families are receiving public assistance through the Family Employment Program (FEP) from the Utah Department of Workforce Services.
- Students who are receiving Supplemental Security Income (SSI).
- Students whose families are financially unable to pay because of exceptional financial burdens beyond the family's control. (These determinations are made on a case-by-case basis by school administrators.)

A fee waiver form will need to be filled out and Lakeview Academy may request documentation from parents to verify fee waiver eligibility. These documents will not be retained by Lakeview Academy. Parents will be given the opportunity to review proposed alternative fee waivers, and will be able to appeal to the Board of Trustees.

The process of applying for fee waivers will be handled confidentially and without discrimination. Only school staff with a need and right to know and under the direction of the Director will be aware of student fee waiver status. Student aids will never assist in the fee waiver process.

Students who have been granted waivers or provisions in lieu of fee waivers are not treated differently from other students.

The requirements of fee waivers and availability of other provisions in lieu of fee waiver do not apply to charges assessed pursuant to a student's damaging or losing school property. Lakeview Academy may pursue reasonable methods for obtaining payment for such charge.

Early college class fees need not be waived because they are post secondary expenses. Charges for class rings, letter jackets, school photos, school yearbooks and similar articles not required for participation in a class or activity are not fees and are not subject to waiver requirements.

Current Fees:

Middle School Fees:	\$95.00
Elective Fee	\$20.00
Planner Fee	\$ 5.00
Computer use fee	\$10.00
Activity fee	\$60.00
Art club	\$10.00 per quarter
Band Club	\$10 a month
Cheer	\$25 per quarter
Chess Club	\$10.00 per semester
Debate	\$10 per semester
Drama	\$20.00 per production
Geography	\$10.00 per quarter
Math	\$5.00
Modern dance	\$5.00
Musical Express	\$25.00 per semester
Robotics	\$25.00
Ski	\$90.00 plus rental fee
Spanish	\$10.00 per semester
Sports team	\$50.00
Basket Ball	
Soccer	
Volley Ball	

Policy Type: Required Policy

Policy Title: Middle school Credit Requirements and Reciprocal Credit Agreement Policy

Lakeview Academy will meet or exceed all Utah State Board of Education credit requirements. Lakeview Academy will offer as many electives as feasible while keeping the integrity of the core requirements intact. Electives should emphasize Science, The Arts and Technology to remain consistent with our Charter. At least one foreign language will be offered. Educational technology and Library media to be integrated into subject areas.

A student who transfers into Lakeview Academy from another school, which is Northwest accredited, will be able to transfer all credits from said school. Lakeview Academy will include the credits from the other school on our transcripts as if the credits had been earned by the student while attending Lakeview Academy, however Lakeview Academy will note the school that the credits were received at.

Students in grades 7-8 shall earn a minimum of 14 units of credit to be properly prepared for instruction in grades 9-12.

7th or 8th Grade requirements- These requirements may be taken either year

- (a) The Arts- 1.0 (required by state)
- (b) Health- .5 unit of credit (required by state)

7th grade requirements

- (a) Language Arts- 1.0 unit of credit (required by state)
- (b) Mathematics- 1.0 unit of credit (required by state)
- (c) Science- 1.0 unit of credit (.5 required by state)
- (d) Social Studies- .5 unit of credit (required by state)
- (e) Physical Education- .5 unit of credit (required by state)
- (f) Career and Technical Education, Life, and Careers- 1.0 unit of credit (required by state)
- (g) General Electives .2.0 units of credit: which may include the art and/or health requirements.

8th grade requirements

- (a) Language Arts- 1.0 unit of credit (required by state)
- (b) Mathematics- 1.0 unit of credit (required by state)
- (c) Science- 1.0 unit of credit (required by state)
- (d) Social Studies- 1.0 unit of credit (required by state)
- (e) Physical Education- .5 unit or credit (required by state)
- (f) General Electives- 2.5 units of credit; which may include the art and/or health requirements

9th grade requirements

- (a) Language Arts- 1.0 unit of credit (required by state)
- (b) Algebra or Geometry- 1.0 unit of credit (required by state)
- (c) Earth Science 1.0 unit of credit (~~1.0 of science~~ required by state, ~~we picked earth science~~)
- (d) Geography- .5 unit of credit (required by state)
- (e) World Civilization- .5 unit of credit (required by state)
- (f) Physical Education- .5 unit of credit (required by state)

- (g) Computer/Technology- .5 unit of credit (required by state)
- (h) General Electives- 2.0 units of credit

Board Meeting Proposal Form

Proposal Title: 9th Grade Biology class

Submitted by: Kathryn Stone

Sponsoring Administrator: Bud Stone

Proposal Abstract/details:

1. Proposal supports the charter by...? (site reference page)
Page 10 of Charter
2. Are funds being requested? If so, how much and from what budget category?
No funds being requested. We already have the approved text book which was being used as a resource for the integrated sciences.
3. Does this replace a current program or policy? If so, please attach a red-line version of requested changes.
No
4. If a new program/policy, please attach the policy or program proposal.
We are attaching a program proposal for your information regarding a change from Earth Systems to Biology.
5. Please attach any other options that may be considered.
6. Please attach any relevant information and all supporting documentation.

Supporting Documentation

It is proposed that Lakeview Academy change its 9th grade science class from Earth Systems to Biology. The administration feels that this change would have positive results for the students' future academic success.

Lakeview Academy's focus on Science is part of what prompted our "newly hired" science teacher, Kirsten Winzenried, to accept a job here. She recently graduated from UVU with a B.S. in Biology Education. Her focus and strength therefore lies in the Biological sciences. Kirsten's endorsement from the state of Utah qualifies her to teach 7th grade Integrated Science as well as high school Biology, not Earth Systems (though she could become endorsed if necessary). In addition, Earth Systems is not a required science class for high schools in Utah. By requiring 9th grade students to take Earth Systems, we are doing the students a disservice. It sets Lakeview Academy students behind a school year in science when compared to students who have taken Biology as 9th graders. Biology is often a prerequisite for the more advanced sciences such as Chemistry, Biotechnology, Zoology, etc. Not taking this important prerequisite as a 9th grader will make it more difficult for these students to take the classes that will be most challenging for them and most beneficial as they enter college.

Summary of the Biology 9th Grade Core/Course:

The Biology class here at Lakeview Academy will follow the state's curriculum which has three major concepts for the focus of instruction: (1) the structures in all living things occur as a result of necessary functions. (2) Interactions of organisms in an environment are determined by the biotic and abiotic components of the environment. (3) Evolution of species occurs over time and is related to the environment in which the species live. For further information regarding the core curriculum for Biology please see this link to UEN's official core curriculum: <http://www.uen.org/cc/uen/core/pub/displayCoreCourse.action?ccId=3520>. Students taking Biology will have the opportunity to discover the material through inquiry and carefully planned labs. There will also be several opportunities for the students to improve other disciplines such as reading and writing and therefore will be able to advance in science as they continue their education.

By changing the 9th grade science class to Biology, the students at Lakeview Academy will be given a more advantageous entry into their high school career. Kirsten is more qualified to teach Biology and will therefore be able to give the students a quality experience from the beginning. The students will also be able to advance further if they have taken Biology as an important prerequisite to more advanced sciences.

Dear Parents:

We are excited to introduce our new Middle School Science teacher, Miss Kirsten Winzenried. Miss Winzenried comes to us from Provo. She recently graduated from UVU with a B.S. in Biology Education.

Considering Miss Winzenried's strong background in biological science, as well as the strong emphasis Lakeview Academy places in the Sciences, Lakeview Academy will be offering Biology in place of Earth Systems to our 9th grade students.

Lakeview students tend to perform above and beyond state performance standards; we feel it would be in our student's best interest to offer Biology to our 9th grade students in order to better prepare them for Advanced Placement and Honor class options as they venture to another educational facility for 10th grade and beyond.

We hope you will join with us in welcoming Miss Winzenried to our staff as well as welcome the opportunity to continue to challenge our students.

Bud Stone
Director

Kathryn Stone
Education Coordinator

Lakeview Academy SPECIAL EDUCATION POLICY AND PROCEDURE MANUAL

GENERAL PROVISIONS (USBE SER I)

A. Policies and Procedures.

Lakeview Academy Charter School, in providing for the education of students with disabilities enrolled in its school, has in effect policies, procedures, and programs that are consistent with the Utah State Board of Education Special Education Rules (USBE SER) as described in this Policies and Procedures Manual.

B. Definitions.

1. Lakeview Academy Charter School (Elementary and Secondary Education Act (ESEA) of 1965 Section 5210(1)). (USBE SER I.E.6) A public school that functions as an LEA, unless it is a school of an LEA, that:
 - a. Is exempt from significant State or local rules that inhibit the flexible operation and management of public schools, but not from any rules relating to the other requirements of the ESEA;
 - b. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and direction;
 - c. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency;
 - d. Provides a program of elementary or secondary education, or both;
 - e. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;
 - f. Does not charge tuition;
 - g. Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act (IDEA);
 - h. Is a school to which parents choose to send their students, and that admits students on the basis of a lottery, if more students apply for admission than can be accommodated;
 - i. Agrees to comply with the same Federal and State audit requirements as do other elementary schools and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program;
 - j. Meets all applicable Federal, State, and local health and safety requirements;
 - k. Operates in accordance with State law; and
 - l. Has a written performance contract with the authorized public chartering agency in the State that includes a description of how student performance will be measured in charter schools pursuant to State assessments that are

required of other schools and pursuant to any other assessments mutually agreeable to the authorized public chartering agency and the charter school.

2. Lakeview Academy Charter School has adopted all of the other applicable definitions as found in USBE SER I.E.1-44.

C. Budget Information and Categories.

Lakeview Academy Charter School provides detailed budget information and budget categories in its annual application for IDEA Part B funding submitted to the Utah State Office of Education.

D. Assurances.

Students are admitted to Lakeview Academy Charter School based solely on the lottery and other requirements under the Utah Code and the USBE Administrative Rules for Charter Schools, and without restrictions due to race, color, gender, national origin, disability status, or religion. Assurances with regard to compliance with IDEA Part A and Part B, as well as the National Instructional Materials Accessibility Standard, and compliance with

other Federal laws including “New Restrictions on Lobbying,” “Debarment, Suspension, and Other Responsibility Matters,” and the Drug-Free Workplace Act of 1988 are submitted to the Utah State Office of Education (USOE) annually with the application for IDEA Part B funding.

E. General program description.

Lakeview Charter School is located at 527 W. 400 N. in Saratoga Springs, Utah. The building is approximately 55,000 square feet with administrative offices, computer lab areas, a library, teacher’s lounge, teacher’s workroom, sick area, special education classroom, counseling and related services room, cafeteria, full service kitchen, stage, and gymnasium. Lakeview Academy has currently 630 students enrolled in grades K-9. The Utah Core Curriculum is the foundation for the curriculum in all grade levels, with basal and supplementary materials used for daily instruction in classrooms.

Lakeview Academy was founded by a group of parents all sharing a desire to create a school environment that was innovative, encouraged parent involvement, service oriented, and addressed the needs of all students through differentiated instruction in the classroom.

The mission of Lakeview is to create confident, capable, and contributing members of society through learning experiences that foster growth, creativity, and character development in a friendly environment.

Innovative teaching methods are an integral part of learning at Lakeview Academy. By varying our teaching methods, we can reach all types of learners through creative hands-on projects, small group activities, family events, and special presentations.

Enhancement Day is one of the ways Lakeview accomplishes this task. Since real-life application and multi sensory learning are at the core of our progressive approach to education, this unique program is designed to enhance the student’s learning experience. Students will be engaged in experiential and expeditionary learning through his program, thus allowing students to build and demonstrate what they have been learning in class.

Lakeview’s character education program is another highly valued program designed to build student’s self-confidence and social skills.

Lakeview Academy’s academic focus centers on science, technology, and the arts. Spanish, art, technology, and science are taught in grades K-9.

The Board of Directors at Lakeview Academy believes strongly that an

annual self-improvement plan is essential to improving the education program. Each year the Board assesses Lakeview Academy's performance as it relates to academic performance, its vision, and UPASS, with the self-assessment driving the goals and objectives for each annual improvement plan.

F. Free Appropriate Public Education (FAPE).

1. Lakeview Academy Charter School follows the requirements of Charter Schools that are LEAs and Their Students (USBE SER III.O)
 - a. Students with disabilities ages 5 through 15 who attend Lakeview Academy, an LEA public charter school, and their parents, retain all rights under Part B of the IDEA and the USBE SER.
 - b. Lakeview Academy Charter School is an LEA that receives funding under Part B, and is responsible for ensuring that all of the requirements of Part B of the IDEA and these Rules are met.
 - c. Lakeview Academy Charter School, a public charter school, provides a Free Appropriate Public Education (FAPE) to all eligible students with disabilities in conformity with the requirements of the Utah State Board of Education Special Education Rules (USBE SER) and the United States Department of Education Final Regulations for the Individuals with Disabilities Education Act of 2004 (IDEA) August 2006.
2. Free appropriate public education (FAPE). (USBE SER I.E.15) Special education and related services that:
 - a. Are provided at public expense, under public supervision and direction, and without charge;
 - b. Meet the standards of the USOE and Part B of the IDEA;
 - c. Include preschool, elementary school, and secondary school education in Utah; and
 - d. Are provided in conformity with an Individualized Education Program (IEP) that meets the requirements of Part B of the IDEA and these Rules.

G. Full Educational Opportunity Goal (FEOG).

Lakeview Academy Charter School hereby affirms the goal of providing a full educational opportunity to all students with disabilities determined eligible for special education or special education and related services under the IDEA and the USBE SER, of the ages served by the Charter School between five and fifteen, and in accordance with all of the timeline requirements of the IDEA with respect to the identification, location, evaluation, and provision of a free appropriate public education.

I. IDENTIFICATION, LOCATION, and EVALUATION of STUDENTS SUSPECTED of HAVING DISABILITIES

A. Child Find. (USBE SER II)

Lakeview Academy Charter School has policies and procedures to ensure that all students with disabilities enrolled in the grades the school serves, including students who are highly mobile, students who have been suspended or expelled from school, students who have not graduated from high school with a regular high school diploma, and those who are suspected of being a student with a disability and who are in need of special education or special education and related services even though they are advancing from grade to grade, and regardless of the severity of the disability, are identified, located, and evaluated.

This includes a practical method for determining which students are currently receiving needed special education or special education and related services.

B. Child Find Procedures.

Lakeview Academy Charter School conducts the following procedures to ensure that students suspected of having a disability are identified and located:

1. Finding students who have been receiving needed special education or special education and related services.
 - a. The enrollment application includes questions about whether a student has received special education or special education and related services in the previous school or educational program.
 - b. Parents are asked during the registration if the students received any services beyond the regular program in the previous school.
 - c. If a parent responds in the affirmative, a phone contact is made or a fax is sent to locate and request those special education records from the previous school.
 - d. Lakeview Academy Charter School follows all procedures detailed on the In-State and Out-of State Transfer Student Checklist of the USOE.
2. In identifying and locating students who are suspected of having a disability but have not been previously identified or determined eligible for special education or special education and related services, Lakeview Academy Charter School implements the following procedures:
 - a. Annual training of all staff on the Child Find obligation and how to be alert for observed behaviors that suggest a suspected disability.
 - b. Notice in a student or parent handbook of the referral procedures and of the availability of services for eligible students with disabilities.
 - c. If a parent or staff member is concerned about a student outside the grade levels of Lakeview Academy Charter School, the parent or staff member is referred to the district of the student's parent's residence.

C. Referral.

1. Procedure.

When either a parent or an LEA suspects a student may have a disability, the following referral procedure is implemented:

- a. An initial screening is completed by the Director/Principal. If deemed appropriate, the referral is transferred to the CMT.
- b. Teachers implement pre-referral interventions and provide documentation of the results to a Child Management Team (CMT), which includes a general education teacher (see additional description of CMT in section H. Eligibility Determination, part 4c.
- c. Note: Pre-referral interventions may not be used to substantially delay an evaluation for eligibility.

- d. The referring person completes and signs a referral form. If school personnel are making the referral, attach documentation of contacts with the parents about the concerns regarding the student's educational performance.
- e. The referral form is given to the Director/Principal, who reviews existing data (including pre-referral intervention results and Child Management Team recommendations) on the student and determines if the referral should go forward for a full evaluation. If it is decided that the evaluation should take place, the Director/Principal assigns a staff member to oversee/conduct the evaluation. If the referral is not going to result in a full evaluation, the Director/Principal sends the parent a Written Prior Notice of Refusal to take the action of conducting an evaluation.

D. Evaluation.

1. Parental Consent.

Prior to initiating a full and complete individual evaluation, parental consent is required. The consent informs the parent that the evaluation is being proposed because the student is suspected of having a disability that affects his educational performance and that he/she may be eligible for special education or special education and related services. The consent indicates the areas in which the evaluation team will conduct tests or administer other assessment tools to the student. Consent for evaluation must not be construed as consent for provisions of special education services.

Reasonable efforts to obtain parental consent are made and documented by the Lakeview Academy Charter School. Lakeview Academy Charter School follows the requirements of USBE II.C.4 with respect to parents who cannot be located.

Parental consent is not required before administering a test or other evaluation that is given to all students, or before conducting a review of existing data.

2. Written Prior Notice.

The parent is given Written Prior Notice that the evaluation will take place. (See Section IV.C of this Policy and Procedures Manual for required components of Written Prior Notice.) Written Prior Notice is embedded in the Lakeview Academy Charter School Consent for Evaluation form.

3. Evaluation Timeline.

When the signed parental consent or refusal of consent for evaluation is received at the school, the special education director or teacher writes the date it was received on the form to document the beginning of the timeline for the evaluation. Lakeview Academy Charter School completes and/or obtains all evaluations within 45 school days of receiving the consent. The 45 school day timeline does not apply if the parent fails to produce the student for the evaluation. If the student enrolls in Lakeview Academy Charter School after the timeframe has started in a previous LEA, Lakeview Academy must make sufficient progress to ensure prompt compliance in accordance with a written agreement with the parent as to when the evaluation will be completed.

4. Evaluation Process.

a. Review of Existing Data.

When conducting an initial evaluation (when appropriate), the evaluation team considers existing data on the student's educational performance. This may include student records of grades, courses completed, statewide test results, LEA-wide test results, classroom assessments, teacher interviews, observations, notes in the student's cumulative file, and any other information available.

b. Administration of Additional Assessments.

In addition, the special education staff administers assessments in other areas as part of a full and individual initial evaluation, as indicated on the Consent for Evaluation, in order to determine eligibility and the student's educational needs. The test administration follows all of the requirements of the USBER SER II.F-H, including:

- Use of a variety of assessment tools
- Use of more than one procedure
- Use of technically sound instruments
- Selection of tools that are not discriminatory on a racial or cultural basis
- Administration in student's native language or mode of communication
- Use of assessments for the purposes intended and in accordance with the publisher's administration standards
- Administration by trained and knowledgeable personnel
- Use of tools that assess what they purport to measure and not just the student's disability
- Assessment in all areas related to the student's suspected disability
- Comprehensive assessment, not just in areas commonly associated with the specific disability

~~c. Observation Requirements.~~

~~—— Lakeview Academy must ensure that the student is observed in the student's learning environment (including the regular classroom setting) to document the student's academic performance and behavior in the areas of difficulty. The team must decide to: Use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an evaluation; or have at least one member of the team conduct an observation of the student's academic performance in the regular classroom after the student has been referred for an evaluation and parental consent is obtained.~~

d. Evaluation Requirements.

Evaluations for students suspected in each of the 13 areas of disability include the requirements for evaluation procedures and assessment of student performance in specific areas identified in USBE SER II.J.1-13.

E. Reevaluation Procedures. (USBE SER II.G)

1. Lakeview Academy Charter School conducts a reevaluation of each student with a disability when the educational or related services needs, including improved academic achievement and functional performance, of a student warrant a reevaluation; or if the student's parent or teacher requests a reevaluation.
2. Parental consent for reevaluations.

- a. Lakeview Academy Charter School obtains informed parental consent prior to conducting any reevaluation of a student with a disability, if the reevaluation includes the administration of additional assessments to the student.
- b. If the parent refuses to consent to the reevaluation, the LEA may, but is not required to, pursue the reevaluation by using the consent override procedures provided in the procedural safeguards, and including mediation or due process procedures.
- c. The reevaluation may be conducted without parental consent if the school can demonstrate that it made reasonable attempts to obtain such consent and the student's parent has failed to respond. A written record of the attempts is maintained in the student's special education file.

F. Additional Requirements for Initial Evaluation and Reevaluation Procedures. (USBE SER II.H)

- 1. As part of any initial evaluation (if appropriate) and as part of any reevaluation, the IEP team and other qualified professionals, as appropriate, must review existing evaluation data on the student. This review may be conducted without a formal meeting. The special education teacher/case manager may review and discuss the existing data with team members and the parent individually. Existing data may include evaluations and information provided by the parents of the student; current classroom-based, local or State assessments, and classroom-based observations; observations by teachers and related services providers; grades; attendance, and other information regarding the student's current educational performance.
- 2. The IEP team and appropriate other qualified professionals, based on their data review and input from the student's parents, identifies what additional data, if any, are needed to determine whether the student is or continues to be a student with a disability and the educational needs of the student, and
 - a. The present levels of academic achievement and related developmental needs of the student;
 - b. Whether the student needs special education and related services; or, in the case of a reevaluation of a student, whether the student continues to need special education and related services; and
 - c. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate, in the general education curriculum.
- 3. If the IEP team and other qualified professionals, as appropriate, determine that no additional data are needed to determine continuing eligibility and student needs, the parents are given Written Prior Notice of that decision and of their right to request additional assessment. Lakeview Academy Charter School then prepares a new Evaluation Summary Report, including new and previous data as appropriate, and sends a Notice of Meeting for Eligibility Determination. A new Eligibility Determination form is completed and signed by the team, and the parents are given Written Prior Notice of that determination along with a copy of the Evaluation Summary Report and the Eligibility Determination documents. Written Prior Notice is embedded in the Eligibility Determination document.
- 4. If the parent requests additional assessment as part of the reevaluation, Lakeview Academy Charter School conducts assessment in the areas of educational functioning requested. When the additional assessment is completed, Lakeview Academy Charter School then prepares a new Evaluation Summary Report, including new and previous data as appropriate, and sends a Notice of Meeting for Eligibility Determination. A new Eligibility Determination form is completed and

signed by the team, and the parents are given Written Prior Notice of that determination along with a copy of the Evaluation Summary Report and the Eligibility Determination documents. Written Prior Notice is embedded in the Eligibility Determination document.

5. Evaluations before change in eligibility.

- a. Lakeview Academy Charter School evaluates students with disabilities before determining that students are no longer eligible for special education or special education and related services. However, an evaluation is not required before the termination of a student's eligibility due to graduation from secondary school with a regular diploma, or due to the student's reaching age 22, as provided under State law.
- b. For a student whose eligibility terminates due to graduation from secondary school with a regular high school diploma or due to exceeding the age eligibility for FAPE under State law, Lakeview Academy Charter School provides the student with a summary of the student's academic achievement and functional performance, including recommendations on how to assist the student in meeting the student's postsecondary goals.

6. Parental consent is not required before:

- a. Reviewing existing data as part of an evaluation or a reevaluation; or
- b. Administering a test or other evaluation that is administered to all students unless, before administration of that test or evaluation, consent is required of parents of all students.

G. Evaluation Timelines.

1. An initial evaluation must be completed within 45 school days of the date the school receives parental consent for the evaluation.
2. Upon completion of the evaluation or reevaluation, the IEP team and other appropriate professionals determine eligibility within a reasonable time.
3. A reevaluation:
 - a. May not be conducted more than once a year, unless the parent and the LEA agree otherwise; and
 - b. Must occur at least once every three (3) years, unless the parent and the LEA agree that a reevaluation is unnecessary.

H. Eligibility Determination.

1. Notice of Meeting.

Upon completion of the evaluation, the special education teacher (case manager) arranges a meeting of the eligibility team at a mutually agreeable time and place. A Notice of Meeting will be sent to the parent and other members of the team stating the meeting purposes, time, place, who is expected to be in attendance, and letting the parent know that they may bring others who have knowledge of the student to the meeting.

2. Evaluation Summary Report.

The special education case manager collects all of the results of the evaluation, and writes a summary report of the evaluation information. This Evaluation

Summary Report is part of Lakeview Academy Charter School's Eligibility Determination document for each disability category.

3. Eligibility Team Membership.

The eligibility team shall include a group of qualified professionals and the parent. In the Lakeview Academy Charter School, this may include the special education director, special education teacher, regular education teacher, speech-language pathologist, school psychologist, occupational therapist, physical therapist, and others who have conducted parts of the evaluation, as appropriate.

4. Eligibility Categories, Definitions, and Criteria.

Lakeview Academy Charter School has adopted the definitions, evaluation requirements, and eligibility criteria in USBE SER.II.J.1-13.

–The team described may determine that a student has a specific learning disability if:

- a. The student does not achieve adequately for the student's age or State-approved grade-level standards in one or more of the following areas identified below, when using a process based on the student's response to scientific, research-based intervention at the student's age or State-approved grade-level standards.
- b. The student may qualify in Oral Expression; Listening comprehension; Written expression; Basic reading skills; Reading comprehension; Reading fluency; Mathematics calculation; Mathematics problem solving; and the group determines that it's findings are not primarily the result of a visual, hearing, or motor disability; Intellectual disability; Emotional disturbance; Cultural factors; Environmental or economic disadvantage; or Limited English proficiency.
- c. The learning disability must adversely affect the student's educational performance.
- d. The student with the learning disability must need special education and related services.
- e. For the category of Specific Learning Disability (SLD) Lakeview Academy Charter School has selected Method B: Identification of a severe discrepancy between intellectual ability and achievement. Data indicating the confidence level from targeted, norm-referenced assessment, as identified in the ESTIMATOR© manual is used to determine a Severe Discrepancy. If a student is referred by a parent, staff member or Child Management Team (CMT) (described below) Lakeview Academy Charter School follows all of the procedures of the USBE SER and this Manual for referral and initial evaluation.
~~For the category of Specific Learning Disability (SLD) Lakeview Academy Charter School has selected Method C: Combination of 3-Tier Model/Response To Intervention (RTI) and Discrepancy Methods. When Method C is used, the LEA procedures must include the elements outlined for both Method A and Method B of the USOE Guidelines for SLD. Data from the 3-Tier Model/(RTI) method would be considered in combination with the confidence level from targeted, norm-referenced assessment, as identified in the ESTIMATOR manual used with the Discrepancy method. If a student is referred by a parent, staff member or Child Management Team (CMT) (described below) Lakeview Academy Charter School follows all of the procedures of the USBE SER and this Manual for referral and initial evaluation.~~
- f. The 3-Tier Model/RTI Method.

If the student has participated in process that assess the student's response to scientific, research-based intervention as part of determining if the student has a specific learning disability, the team's documentation of the determination of eligibility with a specific learning disability must contain a statement of:

- The instructional strategies used and the student-centered data collected; and
- The documentation that the student's parents were notified about the State's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided.
- Strategies for increasing the student's rate of learning;
- The parents' right to request an evaluation.

- g. A 3-Tier Model/RTI approach is used for all students at Lakeview Academy Charter School, and all parents are informed that this is the approach used in reading and math. In addition, parents are informed of the right to request an evaluation for eligibility at any time if they suspect their student has a disability, and of the State's policies regarding the amount and nature of student performance data that will be collected and the general education services that are provided. Documentation that the parent received this information is in the student's file. Outlined below are the procedures for achievement grouping used in reading. Lakeview Academy Charter School also creates achievement-based groups for math and uses both interventions and aides, similar to the description below.

Lakeview Academy Charter School's current reading program is a research based program that includes a multi-tiered model of service delivery. Students are achievement grouped across grade levels with instruction targeted to the appropriate instructional level of students within groups. Each teacher has an instructional aide to assist in providing interventions. Data from Dynamic Indicators of Basic Early Literacy Skills (DIBELS) and teacher running records are used to determine placement and movement between groups. DIBELS progress monitoring is used for all students, but varies in the frequency given depending on the specific level of the student. Progress monitoring is conducted as follows: Benchmark or above, once a month; Strategic level, twice a month; Intensive level, once a week. Centers, reading groups within the achievement grouping, and one on one instruction are used to meet students' needs.

- g. If students are not achieving adequately for the student's age or State-approved grade level standards, or is not making adequate progress toward the grade level expectations in one or more of the areas of specific learning disability-oral expression, listening comprehension, mathematics calculation, and mathematics problem solving-they are referred to a Child Management Team (CMT) that includes regular education teachers, administration, a special education director/teacher and can include other instructional specialists as needed. The CMT uses a data-based decision making process to evaluate the effectiveness of interventions. The CMT may recommend, based on data presented at the meeting, some pre-referral interventions including Title 1 targeted assistance. Data may include DIBELS, Utah CRT's, classroom assessment, program-embedded assessments, and others.
- h. Parents are notified by the teacher frequently when a student is struggling. Parent notification is given for any student in Title 1 targeted assistance. Each parent receives data-based documentation of student progress during

instruction. If a student is not making adequate progress after an appropriate period of time, as determined by the CMT, a referral for evaluation is made.

If at any time in the process of interventions the parent requests special education testing, Lakeview Academy Charter School will have a meeting with the parent to determine if Lakeview Academy Charter School should begin evaluation for eligibility for special education. Documentation of the meeting is kept. If the evaluation process is started, all of the requirements and procedures in Section II of this Policy and Procedures Manual are followed. If it is determined that an evaluation will not be conducted, the parent is given a Written Prior Notice of Refusal to conduct the evaluation.

Review of progress at each CMT meeting is done on all students referred to the CMT. Documentation of all assessments given to the student are kept for all students and are shared regularly with the parent, including those students below the benchmark and those students in special education pre-referral intervention.

- i. Lakeview Academy Charter School will receive professional development on 3 Tier Model/RTI strategies and procedures during the school year 2008-2009.

- j. For an initial evaluation, Lakeview Academy Charter School administers appropriate assessments that meet all the criteria in Section II of this Manual. Often the standardized norm referenced assessments Woodcock Johnson III achievement and cognitive tests are given. The student must score above the intellectual disability range on a standardized, norm-referenced individually administered measure of intellectual ability. Data from the assessments are used for input needed for the ESTIMATOR disk. The ESTIMATOR disk provides data to Lakeview Academy Charter School on the likelihood that there is a severe discrepancy between the student's ability and the student's achievement. Lakeview Academy Charter School uses this information along with Woodcock Johnson sub-test scores and other existing data, including classroom observations, to determine possible gaps in learning.

~~For an initial evaluation, Lakeview Academy administers appropriate assessments that meet all the criteria in Section II of this Manual. Often the standardized norm referenced assessment, Woodcock Johnson III achievement and cognitive tests are given. Data from the assessments are used for input needed for the ESTIMATOR disk. The ESTIMATOR disk provides data to Lakeview Academy Charter School on the likelihood that there is a severe discrepancy between the student's ability and the student's achievement. Lakeview Academy uses this information along with Woodcock Johnson sub-test scores and other existing data, including classroom observations, to determine possible gaps in learning.~~

- c. Observation Requirements.

Lakeview Academy must ensure that the student suspected of having a specific learning disability is observed in the student's learning environment (including the regular classroom setting) to document the student's academic performance and behavior in the areas of difficulty. The team must decide to: Use information from an observation in routine classroom instruction and monitoring of the student's performance that was done before the student was referred for an evaluation; or have at least one member of the team conduct an observation of the student's academic performance in the regular classroom after the student has been referred for an evaluation and parental consent is obtained.

An eligibility team consisting of parents and qualified professionals including the student's general education teacher and an individual qualified to conduct

individual diagnostic examinations determines whether the student is a student with a Specific Learning Disability by reviewing all data, looking for gaps in learning, why interventions have failed, whether the disability has an adverse effect on educational performance, and if specialized instruction is needed for the student to succeed, in accordance with the eligibility determination requirements of USBE SER II.

b. Specific Documentation for the eligibility determination.

The team's documentation of the determination of eligibility with a specific learning disability must contain a statement of:

- Whether the student has a specific learning disability;
- The basis for making the determination;
- The relevant behavior, if any, noted during the observation of the student and the relationship of that behavior to the student's academic functioning;
- The educationally relevant medical findings, if any;
- Whether the student does not achieve adequately or make sufficient progress for student's age or to meet State-approved grade-level standard; and
- The scores that demonstrate that a severe discrepancy exists between the student's achievement and intellectual ability in one or more of the areas of specific learning disability (discrepancy);
- The determination of the team concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the student's achievement level.

5. Determining Eligibility. (USBE SER II.)

a. Using the criteria for each category of disability as described above, the eligibility team shall determine:

- (1) Whether the student has a disability that
- (2) Adversely affects his educational performance, and
- (3) Whether the student requires special education or special education and related services.

Special education is defined (USBE SER I.E.38) as specially designed instruction to meet the unique needs of a student with a disability and may include related services if they meet the definition of special education. *Specially designed instruction* (USBE SER I.E.39) is adapting, as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability, and to ensure access of the student to the general curriculum, so that the student can meet educational standards of the Charter School that apply to all students.

~~b. Specific Documentation for the eligibility determination.~~

~~The team's documentation of the determination of eligibility with a specific learning disability must contain a statement of:~~

- ~~• Whether the student has a specific learning disability;~~
- ~~• The basis for making the determination;~~
- ~~• The relevant behavior, if any, noted during the observation of the student and the relationship of that behavior to the student's academic functioning;~~
- ~~• The educationally relevant medical findings, if any;~~
- ~~• Whether the student does not achieve adequately or make sufficient progress for student's age or to meet State-approved grade-level standard; and~~
- ~~• The scores that demonstrate that a severe discrepancy exists between the student's achievement and intellectual ability in one or more of the areas of specific learning disability (discrepancy);~~
- ~~• The determination of the team concerning the effects of a visual, hearing, or motor disability; intellectual disability; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the student's achievement level.~~

- c. Disclaimers. (USBE SER) A student must not be determined to be a student with a disability if the determinant factor is:
 - (1) Lack of appropriate instruction in reading, including the essential components of reading instruction (phonemic awareness, alphabetic principle, vocabulary, comprehension, and fluency);
 - (2) Lack of appropriate instruction in math; or
 - (3) Limited English proficiency.
 - d. The determination of eligibility is documented on the appropriate "Team Evaluation Summary Report and Written Prior Notice of Eligibility Determination" form with signatures of team members.
 - e. If the disability is determined to be a Specific Learning Disability, any team member who disagrees with the rest of the team's decision may put his reasons in writing.
 - f. Parents are provided with a copy of the Team Evaluation Summary Report and Written Prior Notice of Eligibility Determination document.
6. Evaluations before Change in Eligibility. (USBE SER II.H.6)
- a. Lakeview Academy Charter School evaluates a student with a disability before determining that the student is no longer an eligible student with a disability.
 - b. An evaluation is not required before the termination of a student's eligibility due to graduation from secondary school with a regular high school diploma, or due to exceeding the age of eligibility for FAPE under Utah law.
 - c. For a student whose eligibility terminates due to graduation from secondary school with a regular diploma, or due to exceeding the age of eligibility for FAPE under Utah law, Lakeview Academy Charter School provides the student with a summary of the student's academic achievement and

functional performance, which includes recommendations on how to assist the student in meeting the student's postsecondary goals.

III. IEP DEVELOPMENT and SERVICE DELIVERY.

Lakeview Academy Charter School implements the following policies and procedures to address the IEP requirements of USBE SER III.I-U.

A. IEP Team Meeting.

Within 30 calendar days of the determination of eligibility, the special education teacher/case manager shall arrange a meeting of the IEP team to develop an IEP at a place and time that is mutually convenient to the parent and the Charter School. A Notice of Meeting will be sent to the parent and other members of the team stating the purposes, time, place, who is expected to be in attendance, and letting the parent know that the parent or the Charter School may bring others who have knowledge or special expertise about the student to the meeting. The determination of knowledge or expertise of the invited person is made by the party who invited that person.

B. Parental Opportunity to Participate.

1. Parents are expected to be participants along with school team members in developing, reviewing, and revising the IEP. This includes providing critical information about needs and strengths of their student, contributing to discussions about the student's needs for special education, determining how the student will be involved and make progress in the general curriculum, deciding how the student will participate in the state and district wide assessments, and deciding what services Lakeview Academy Charter School will provide and in what settings.
2. Lakeview Academy Charter School documents in writing its attempts to get parental participation in IEP meetings. If the parent cannot attend, participation by other means such as teleconference may be used. Parents must be given whatever help they need to understand the proceedings of the IEP meetings, such as interpreters. If the Charter School cannot obtain parental participation, it proceeds with the development of the IEP as required by Part B of the IDEA and USBE SER.

C. IEP Team.

The team shall consist of the parent, the special education teacher and regular education teacher of the student, a representative of the Charter School, a person who can interpret the results of the evaluation, and the student when appropriate. Other team members may be added when they are likely to provide services to the student. The representative of the Charter School must meet the Charter School administrator standards, and have knowledge of the general education curriculum and of the availability of resources of the Charter School.

D. IEP Team Attendance. (USBE SER III.F)

1. A required member of the IEP team is not required to attend all or part of a particular IEP team meeting if the parent of a student with a disability and the Charter School agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.
2. A required member of the IEP team may be excused from attending all or part of a particular IEP meeting when the meeting does involve a modification to or discussion of the member's area of the curriculum or related services, if the parent and the LEA consent to the excusal in writing; and the member submits written input into the development of the IEP to the parent and the IEP team, prior to the meeting.

E. IEP Timelines.

1. An IEP is in effect for each identified student with a disability prior to the beginning of the school year.
2. Each student's IEP is reviewed and revised at least annually. The IEP Team reviews the IEP at least annually to determine whether the annual goals for the student are being achieved. The Team may decide to meet at the request of the parent or other IEP Team member to revise the IEP to address lack of expected progress toward annual goals and lack of progress in the general curriculum, the results of any reevaluation, information about the student provided to or by the parents, the student's anticipated needs, or other matters.
3. An IEP is developed within 30 calendar days of initial determination that a student is an eligible student with a disability.
4. Once parental consent for the initial provision of special education or special education and related services is obtained, the special education services, related services, and supplementary aids and services are provided as soon as possible.

F. Transfer Students.

Lakeview Academy Charter School provides a student transferring from another LEA in or out of the state with comparable services to those listed on an existing IEP while it determines next needed steps in accordance with the In-State and Out-of-State Transfer Student Checklist of the USOE.

G. IEP Development and Content.

1. The IEP Team will develop an IEP that is reasonably calculated to confer a free appropriate public education for the student.
2. In developing the IEP, the IEP team must consider the student's strengths, parental concerns, evaluation results, academic development and functional needs, and special factors.
3. The IEP must include:
 - a. A statement of the student's present level of academic achievement and functional performance, including baseline data on his achievement and how the student's disability affects his access and progress in the general curriculum for his age or grade level. For preschool student, goals will be based on appropriate activities. If the Charter School has established preschool standards, goals will be based on those standards.
 - b. Measurable annual goals and short term objectives as deemed necessary based on the present level statement that enable the student to be involved and make progress in the general education curriculum and addressing each of the student's educational needs resulting from the student's disability.
 - c. How progress on the goals will be measured and reported to the parents on a periodic basis.
 - d. The special education and related services, and the supplementary aids and services, the student needs to address his goals and make progress in the general curriculum. The services are based on peer-reviewed research to the extent practicable.
 - e. Program modifications and supports for the student and the teacher in the regular education classroom.

- f. The dates that services, accommodations, and program modifications will begin and end (no more than one year from the date of the IEP); and the frequency, location, and amount of each service listed. Services listed must be specific, such as “reading comprehension,” not “resource.”
- g. Consideration of special factors as follows:
 - (1) In the case of a student with limited English proficiency, consider the language needs of the student as those needs relate to the student’s IEP;
 - (2) In the case of a student who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the student’s reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the student’s future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the student;
 - (3) Consider the communication needs of the student, and in the case of a student who is deaf or hard of hearing, consider the student’s language and communication needs, opportunities for direct communications with peers and professional personnel in the student’s language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student’s language and communication mode;
 - (4) Consider whether the student needs assistive technology devices and services; and
 - (5) In the case of a student whose behavior impedes the student’s learning or that of others, consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior.
 - (A) When making decisions on behavioral interventions, the IEP team must refer to the *USOE Special Education Least Restrictive Behavior Interventions (LRBI) Guidelines* for information on research-based intervention procedures in order to protect the safety and well-being of students with disabilities, provide protection for students, teachers, other school personnel, the Charter School, and the USOE, and ensure that parents are involved in the consideration and selection of behavior interventions to be used with their students.
 - (B) When an emergency situation occurs that requires the immediate use of moderately or highly intrusive interventions to protect the student or others from harm, the staff shall complete and submit the emergency contact information to the Charter School director or principal and notify the student’s parents within 24 hours.
 - (C) As appropriate, the student should receive a functional behavioral assessment and behavior intervention services and modifications that are designed to address the behavior.
- h. If the IEP team in considering the special factors described above decides that a student needs a particular device or services for educational purposes, which could be an intervention, accommodation, or other program modification in order to receive a FAPE, the team must include these in the IEP.

- i. How the student will participate in LEA-wide and statewide assessments. While every student with a disability must participate, an individual student may be determined to participate with some accommodations based on his disability, or with modifications. Students who have the most significant cognitive disabilities, and meet other criteria in the USOE Assessment Participation and Accommodation Policy, may be assessed with Utah's Alternate Assessment (UAA). The IEP Team must indicate this on the IEP Assessment Addendum, along with the reason that the student cannot otherwise participate in the statewide assessment program.
- j. In addition to the requirements of the statewide assessment program, Lakeview Academy Charter School administers the following school wide assessments: DIBELS in grades K-6 and 7-9 as appropriate, CBM in grades K-9, and the Core Phonics Survey in grades K-6 and 7-9 as appropriate. All students, including students with identified disabilities, are included in these assessments. Students with disabilities may participate in the assessments with appropriate accommodations and modifications as determined by the IEP Team and documented in the student's IEP. Alternate assessments for individuals students, as determined by the student's IEP Team and documented in the student's IEP, are provided for students who cannot participate in the school-wide assessment in any other way.
- k. How the student will participate in physical education services, specially designed or adapted if necessary.
- l. Each IEP team must determine whether the student will need Extended School Year (ESY) services in order to receive a free appropriate public education.
 - (1) This determination in Lakeview Academy Charter School will be based on regression and recoupment data collected over at least two breaks in the school year consisting of 4 or more week days when there is no school.
 - (2) If the student's recovery from measured regression on pinpointed skills directly related to the IEP goals takes so long that he would not receive FAPE without services during the summer or other school break, the IEP Team must find him eligible for ESY services.
 - (3) The IEP Team shall develop a written document that indicates which IEP goals the student will work on during the ESY, what services will be provided, how long and how often the ESY services will be provided, and the setting(s) in which the services will be provided.
- m. Assistive Technology. Lakeview Academy Charter School makes assistive technology devices or assistive technology services, or both, available to a student with a disability if required as part of the student's special education, related services, or supplemental aids and services. School-purchased assistive technology devices may be used in the student's home, if the IEP Team determines, on a case-by-case basis, that assistive technology in the home is required for the student to receive a FAPE.

H. IEP Team Access to IEP Information.

- 1. Lakeview Academy Charter School makes the student's IEP accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation. Each teacher and provider is informed of his or her specific responsibilities related to the implementation of the student's IEP and the specific accommodations,

modifications, and supports that must be provided for the student in accordance with the IEP.

2. Lakeview Academy Charter School prepares a summary (as appropriate) and a copy of the IEP encompassing the present level of academic achievement and functional performance, goals, services, and program accommodations, modifications and supports for each teacher of the student. This copy is provided to the teacher prior to the time of initial implementation of the IEP as well as annual updates as appropriate.

I. Placement in the Least Restrictive Environment (LRE). (USBE SER III.P)

1. Placement decisions are made by a group of persons, including the parents and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. This group may be the IEP Team, including the parent. The group determines the placement on the continuum of placement options where the student will receive special education or special education and related services.
2. Lakeview Academy Charter School ensures that the parents of each student are members of any group that makes decisions on the education placement of their student. If unable to get the parents to participate, after repeated and documented attempts, the team may need to proceed with a placement decision. However, no initial placement and provision of services may be put in place without written parental consent.
3. Placement is determined at least annually, based on the student's present levels of performance, goals, services, and program modifications as detailed in the IEP.
4. Identified students with disabilities shall receive the special education or special education and related services in the Least Restrictive Environment to the maximum extent appropriate to meet the student's needs. This means that the student will not be removed from the regular education classroom, with regular education peers, unless the IEP Team determines that due to the nature and severity of the disability, the student's educational needs cannot be addressed satisfactorily in the regular education environment, even with the use of supplementary aids and services.
5. Lakeview Academy Charter School provides the IDEA required range of placement options, including placement in the regular education classroom, with or without itinerant services; placement in a special class; placement in a special school; placement in a residential program, and homebound or hospitalized placement.
6. Lakeview Academy Charter School provides supplementary services, such as resource or itinerant instruction, in conjunction with placement in the regular education classroom, when needed.

J. Nonacademic Settings, Activities, and Services. (USBE SER III.U-V)

1. Lakeview Academy Charter School ensures that each student with a disability participates with nondisabled students in the extracurricular services and activities to the maximum extent appropriate to the student's needs. This includes meals, recess periods, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the school, referrals to agencies that provide assistance to individuals with disabilities and employment of students, and other activities and services of the Charter School.
2. Lakeview Academy Charter School ensures that each student with a disability has the supplementary aids and services determined by the student's IEP Team to provide the nonacademic and extracurricular services and activities in such a way that students with disabilities are given an equal opportunity to participate.

K. Parental Consent for Initial Placement and Provision of Services. (USBE SER III.T)

1. In order for the IEP to be implemented and the special education services to begin, written parental consent must be obtained. If the parent refuses consent for the provision of those services, the LEA may not implement the IEP and may not access due process procedures.
2. Lakeview Academy Charter School does not use a parent's refusal to consent to one service or activity to deny the parent or student any other service, benefit, or activity of the Charter School, or to fail to provide a student with a FAPE.

L. Documentation of Participation.

1. All members of the IEP team will sign the IEP document indicating that they participated in the development of the IEP. A parent's signature on the IEP does not mean that the parent is in full agreement with the content of the IEP and does not abrogate the parental right to access the Procedural Safeguards of the IDEA.
2. If the Charter School, despite at least two documented attempts, is unsuccessful in having parental attendance at the meeting, the rest of the IEP team shall proceed with the meeting.
3. Parents may participate via telephone conference or video conference.
4. Parents will be provided with a copy of the completed IEP, and Written Prior Notice of the Charter School's intent to implement the program and services in the IEP. This Notice is embedded in the IEP form. If the Charter School refuses to include in its offer of FAPE as detailed on the IEP services or program modifications the parent has requested, a Written Prior Notice of that refusal is provided to the parent.

M. Changes to the IEP.

1. Changes to the IEP may be made at the request of any member of the IEP Team in a meeting or by amendment to the existing IEP.
2. Changes may be needed if there is new information about the student's performance.
3. Amendments to the IEP without a team meeting may be made only with the agreement of the Charter School and the parent.
 - a. Amendments such as a change in the amount of special education or related service that is no more than 30 minutes per week, a change in location that is no more than 60 minutes per week, or a goal change that is the next logical step forward or backward and is based on the student's progress may be made without a team meeting.
 - b. If the change involves a move on the continuum of Least Restrictive Environment placement options, or the amount of services to be changed is more than indicated above, or a service is to be added, an IEP Team meeting is required with a Notice of Meeting to all team members.
 - c. If changes are made to the student's IEP through the amendment process, the LEA must ensure that the student's IEP team is informed of these changes.

4. The parent will be provided with a copy of the amended IEP including Written Prior Notice that these additional actions or changes in actions are going to be implemented.
 5. To the extent possible, Lakeview Academy must encourage the consolidation of reevaluation meetings and other IEP team meetings for the student.
 6. If a participating agency, other than Lakeview Academy, fails to provide the transition services described in the IEP, Lakeview Academy must reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.
- N. Transition from Part C to Part B. (USBE SER VII.A)
- Not Applicable
- O. Transition from School to Post-School Setting. (USBE SER VII.B)
1. For a student with a disability beginning not later than the first IEP to be in effect when the student turns 16 (such as in an IEP meeting conducted when the student is 15 years old), or younger if determined appropriate by the IEP Team, the Notice of Meeting indicates that a purpose of the meeting is the consideration of the postsecondary goals and transition services for the student, that Lakeview Academy Charter School will invite the student, and identifies any other agency that will be invited, with the consent of the parent or student age 18 or older, to send a representative.
 - a. If the student does not attend the IEP meeting, Lakeview Academy Charter School takes other steps to ensure that the student's preferences and interests are considered.
 2. Transition services. Beginning no later than the first IEP to be in effect when the student turns 16 (such as an IEP meeting conducted when the student is 15 years old), or younger if determined appropriate by the IEP Team, and updated annually thereafter, the IEP includes:
 - a. Appropriate measurable postsecondary goals, including academic and functional goals, based upon age-appropriate transition assessments related to training or education, employment, and, where appropriate, independent living skills.
 - b. The transition services, including courses of study needed to assist the student in reaching the student's post-secondary goals.
 - c. If a participating agency, other than Lakeview Academy, fails to provide the transition services described in the IEP, Lakeview Academy must reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.
 3. Transfer of rights of age of majority.
 - a. Beginning not later than one year before the student reaches the age of majority (age 18), the IEP must include a statement that the student and the student's parents have been informed of the student's rights under Part B of the IDEA that will transfer to the student on reaching the age of majority (except for a student with a disability who has been determined to be incompetent by a court). These rights include:

- (1) An adult student has the right to approve the student's own educational placement and Individualized Education Program (IEP) without help from parents, family, or special advocates.
 - (2) An adult student has the right to allow parents, family, or special advocates to help if the student so desires.
- b. Lakeview Academy Charter School provides any notice required by Part B of the IDEA and these Rules to both the student and the parents.
 - c. All rights accorded to parents under Part B of the IDEA transfer to the student.
 - d. All right accorded to parents under Part B of the IDEA transfer to students who are incarcerated in an adult or juvenile, State or local correctional institution.

P. Graduation. (USBE VII.C)

1. Lakeview Academy Charter School is not obligated to make FAPE available to students with disabilities who have graduated from high school with a regular high school diploma.
 - a. The exception above does not apply to students that have graduated from high school but have not been awarded a regular high school diploma, even if they have received an alternative degree that is not fully aligned with the State's academic standards, such as a certificate of completion or a general educational development credential (GED).
 - b. Graduation from high school with a regular high school diploma is a change in placement, requiring Written Prior Notice, containing all the requirements of WPN, and is given a reasonable time before the Charter School proposes to terminate the student's eligibility under the IDEA by issuing the student a diploma.
2. The IEP Team may amend graduation requirements and must document in the IEP the nature and extent of any modifications, substitutions, and/or exemptions made to accommodate the needs of a student with disabilities.
3. The IEP teams at Lakeview Academy Charter School refer to the USOE Special Education Graduation Guidelines for additional information.

Q. Least Restrictive Behavior Interventions (LRBI).

Lakeview Academy Charter School follows all parts of the USOE LRBI Guidelines as written. Lakeview Academy Charter School also implements the following procedures:

1. Emergency situations:
 - a. If an emergency situation occurs that requires the immediate use of behavioral reductive interventions (that require parental consent and for which parental consent has not been obtained) to protect the student or other from harm, staff must notify the student's parents within 24 hours. A copy of the Emergency Contact Form signed by the LEA must be submitted to the district Director of Special Education within 24 hours of the use of emergency procedures for each emergency occurrence. The Emergency Contact Form can be obtained through the Special

Education Director or the LRBI USOE Rules Booklet.

- b. Definition of Emergency Situation: An emergency situation occurs when one or more of the following factors are present:
 - (1) Danger to others:
Physical violence/aggression toward others with sufficient force to cause bodily harm.
 - (2) Danger to self:
Self-abuse of sufficient force to cause bodily harm.
 - (3) Destruction of property:
Severe destruction or physical abuse of property.
 - (4) Threatens abuse toward others, self, or property:
Substantial evidence of past threats leading to any of the behaviors defined as dangers to others, danger to self, or destruction of property.
- c. If a behavior requiring emergency procedures occurs more than once per week, two times in a month, or a total of four times in a year, a behavior intervention program (BIP) must be designed to address the problem behavior. In this event, the behavior must no longer be considered a crisis and must be addressed in the IEP. The allowable instances of a behavior requiring emergency procedures are cumulative in number, regardless of whether a different Level III or IV intervention is used.
- d. Emergency procedures must only be used by staff trained and competent in their use.

2. Behavior Expertise

The local education agency (LEA) will ensure that a recognized expert in behavior supports and interventions is a member of the IEP team in every case where a Level III and Level IV procedures are considered. It is recommended that the expert also have knowledge about the individual student.

3. Appeals Process

The local LRBI Committee will serve as the first line of appeal for parents and professionals when conflict arises concerning recommended behavioral interventions. If one of the parties disagrees with the IEP Team's decision:

- a. Within five school days of receiving a request for an appeal of an IEP Team's decision, the chairperson of the local Committee shall initiate steps to conduct an appeal conference. The purpose of the appeal conference is to resolve the differences and, if possible, avoid a hearing.
- b. During the pendency of a local appeal to the local Committee, the behavioral interventions in question may not be implemented.
- c. The appeal conference shall be an informal process conducted in a non-adversarial atmosphere and shall be completed within fifteen school days of receiving the request. An extension can be granted by the local Director of Special Education based on extenuating circumstances, but the extension cannot exceed an additional five school days. Every effort shall be made by the Committee to complete the review process in as few days as possible.

- d. The recommendation(s) made by the local Committee shall not conflict with the state or federal law.
- e. A copy of the written recommendation(s) shall be mailed to each party within five school days following the conference.

4. Personnel Development

Training the staff in needed competencies to implement individual LRBI procedures is a key to successful behavior change.

- a. It is the responsibility of the local Director of Special Education to ensure that staff have received training in LRBI procedures selected by the IEP team for a specific student.
- b. It is the responsibility of district staff to participate in training in LRBI procedures selected for a specific student with whom they interact.
- c. Where district staff do not think they have appropriate training to implement specific behavioral intervention procedures appropriately, it is their responsibility to request needed training from the local Director of Special Education.

5. Procedures for Monitoring LRBI policies:

- a. Members of the LRBI Committee and other involved parties will be responsible for documenting their actions or perceptions as it relates to specific incidences or responsibilities of their position throughout the period of time that it takes to resolve said issue(s).
- b. The local Director of Special Education will be responsible for assessing and monitoring LRBI procedures, creating training or adjusting responsibilities as needed for correct implementation of these LRBI policies.

R. Private School Placements by Lakeview Academy Charter School. (USBE SER VI.A)

Before Lakeview Academy Charter School places a student with a disability in, or refers a student to, a private school or facility, or a public or private residential program in order to provide a FAPE to the student, it initiates and conducts a meeting to develop an IEP for the student, with a representative of the private school in attendance. The costs of such placements, including non-medical care and room and board, are at no cost to the parents.

If the private school or facility initiates and conducts these meetings, Lakeview Academy must ensure that the parent and an LEA representative:

Are involved in any decisions about the student's IEP; and agree to any proposed changes in the IEP before those changes are implemented. Even if a private school or facility implements a student's IEP, responsibility for compliance with this part remains with the LEA and the USOE.

S. Students with Disabilities Enrolled by their Parents in Private Schools When FAPE is at Issue (~~Unilateral Placement~~). (USBE SER VI.C)

If the parents of a student with a disability who had previously received special education or special education and related services from Lakeview Academy Charter School enroll the student in a private school without the consent of or referral by the school, Lakeview Academy Charter School is not required to pay for the cost of that placement if the school made a FAPE available to the student. Disagreements between the parents and Lakeview Academy Charter School regarding the availability of a program appropriate for the student and the question of financial reimbursement are subject to the State complaint and due

process complaint procedures in USBE SER IV.G-V. Lakeview Academy Charter School follows other requirements in USBE SER VI.C as written.

IV. PROCEDURAL SAFEGUARDS

Lakeview Academy Charter School, consistent with the requirements of Part B of the IDEA and the USBE Special Education Rules, has established, maintains, and implements Procedural Safeguards for students with disabilities and their parents.

A. Opportunity for Parental Participation in Meetings.

Lakeview Academy Charter School affords parents the opportunity to participate in all decisions related to the location, identification, evaluation, and provision of FAPE for their student, including decisions related to the Discipline requirements of Part B of the IDEA. This includes arranging meetings at a mutually convenient time and place, providing Notice of Meeting at least one week prior to a scheduled meeting, and making at least two documented attempts to obtain parent participation in meetings.

B. Independent Educational Evaluation (IEE). (USBE SER IV.C)

1. Independent educational evaluation means an evaluation conducted by a qualified examiner who is not employed by the Charter School responsible for the education of the student in question.
2. Lakeview Academy Charter School has established and implements the following policies and procedures related to independent educational evaluation that meet the requirements of Part B of the IDEA and the USBE SER.
 - a. The parents of a student with a disability have the right to obtain an independent educational evaluation of the student at public expense if they disagree with an evaluation obtained by the Charter School.
 - b. The Charter School provides to parents, upon request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the Charter School's criteria applicable for independent educational evaluations. Lakeview Academy Charter School has available a list of persons and/or agencies where an IEE may be obtained by the parent. In addition, Lakeview Academy Charter School considers any other evaluator or agency proposed by the parent to conduct the IEE if the examiner and the evaluation meet the Charter School's criteria. A qualified examiner is one who meets the USOE criteria for qualified personnel as a special education teacher, school psychologist, psychologist with expertise in administration and analysis of assessments, or other equivalent qualifications as determined by the Charter School. Criteria for the evaluation are that the evaluation procedures meet all of the same standards as those listed in Section II.D-H of this Policy and Procedures Manual. Lakeview Academy Charter School either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent.
 - c. Lakeview Academy Charter School ensures that when a parent requests an IEE, either the Charter School files a due process complaint to request a hearing to show that its evaluation is appropriate, or that the independent educational evaluation is provided at public expense, unless the evaluation obtained by the parent does not meet the Charter School criteria as described above. If a due process complaint decision finds the Charter School evaluation was appropriate, an IEE obtained by the parent is considered by the team, but is not provided at public expense.
 - d. Additional protections for the parent of a student with a disability and for the Charter School are followed as written in USBE SER IV.C.3(c-h).

3. An independent educational evaluation conducted at the Charter School's expense becomes the property of the Charter School, in its entirety.

C. Written Prior Notice.

Lakeview Academy Charter School provides Written Prior Notice to parents a reasonable time before it proposes to initiate or change, or refuses to initiate or change, the identification, evaluation, or provision of a free appropriate public education to the student. The notice includes: a description of the action proposed or refused, an explanation of reasons for the proposal or refusal, a description of evaluations or other information the proposal or refusal is based on, a statement that the parents and eligible student have protection under the Procedural Safeguards and how to obtain a copy of the Safeguards, sources of assistance to understand Part B of the IDEA, a description of other options the IEP Team considered and why the other options were rejected, and a description of other relevant factors to the proposal or refusal. The Written Prior Notice is provided in understandable language and in the parents' native language or other mode of communication.

Lakeview Academy must give notice that is adequate to fully inform parents, including: A description of extent that the notice is given in the native languages of the various population groups in the State; A description of the students on whom personally identifiable information is maintained, the types of information maintained, the types of information sought, the methods Lakeview Academy intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information; A summary of the policies and procedures that LEAs must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and a description of all of the rights of parents and students regarding this information, including the rights under FERPA.

D. Procedural Safeguards Notice.

A copy of the Procedural Safeguards is given to the parent once a year at the annual IEP review, except that a copy also is given to the parent upon initial referral or parental request for evaluation, upon receipt of the first State complaint or due process complaint in that school year, and upon request by the parent at any time. Lakeview Academy Charter School uses the USOE Procedural Safeguards Notice that is posted on the USOE website, www.schools.utah.gov. The special education teacher/case manager provides a brief explanation of the main provisions of the Procedural Safeguards to the parents at consent for evaluation, eligibility determination, and annual IEP meetings.

This notice contains an explanation of the procedural safeguards related to independent educational evaluations, written prior notice, parental consent, access to educational records, opportunity to present and resolve complaints through State complaint or due process complaint procedures, opportunity for the Charter School to resolve the complaint, availability of mediation, student's placement during pendency of hearings, procedures for students placed in an interim alternative educational setting, requirements for unilateral placement of student in private schools at public expense, hearings on due process complaints, civil actions, attorney's fees. This notice is in language understandable to the parents.

E. Parental Consent.

Informed written parental consent is obtained for evaluation and reevaluation, initial placement/provision of special education, and for release of records to certain parties. Efforts to obtain consent are documented in writing. No student receives special education or special education and related services without the signed initial consent for placement in the student file. Other relevant parental consent requirements are addressed in Sections II and III of this Policies and Procedures Manual.

F. Dispute Resolution.

Lakeview Academy Charter School follows the Dispute Resolution requirements of the USBE SER described in IV.G-U as written. These include the procedures for State Complaints, Mediation, Due Process Complaints, Resolution Process, Due Process Hearings, Civil Actions, Attorney's Fees, and Student's Status during Proceedings.

G. Surrogate Parents.

Lakeview Academy Charter School assigns a surrogate parent for a student when the parent cannot be identified or cannot be located, the parent's rights to make educational decisions has been taken away by a court, the student is a ward of the state, or the student is an unaccompanied homeless youth. The surrogate parent meets the requirements of USBE SER IV.V.5-8. Lakeview Academy Charter School contacts the USOE for assistance in obtaining names of trained surrogates, and maintains a list of surrogate parents who are available when needed.

H. Transfer of Rights.

When a student reaches age 18, the age of majority in Utah, and has not been determined incompetent under State law, all rights accorded to parents under Part B of the IDEA and USBE SER transfer to the student. Lakeview Academy Charter School provides written notice of this transfer of rights at least one year prior to the student's 18th birthday.

I. Confidentiality of Information. (USBE SER IV.X)

Lakeview Academy Charter School takes appropriate steps to ensure the protection of the confidentiality of any personally identifiable data, information, and records it collects or maintains related to Part B of the IDEA.

1. Definitions. As used in these safeguards:

- a. *Destruction* means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
- b. *Education records* means the type of records covered under the definition of "education records" in 34 CFR 99, implementing regulations for the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g (FERPA).
- c. *Participating agency* means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the IDEA.

2. Access rights.

- a. Lakeview Academy Charter School permits parents to inspect and review any education records relating to their student that are collected, maintained, or used by the Charter School. Lakeview Academy Charter School complies with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing, or resolution session, and in no case more than 45 calendar days after the request has been made.
- b. The right to inspect and review education records includes the right to:
 - (1) A response from the Charter School to reasonable requests for explanations and interpretations of the records;
 - (2) Request that the Charter School provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - (3) Have a representative of the parent inspect and review the records.

- c. Lakeview Academy Charter School may presume that the parent has authority to inspect and review records relating to his or her student unless the school has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.
- d. Lakeview Academy must maintain, for public inspection, a current listing of the names and positions of those employees within the LEA who may have access to personally identifiable information on students with disabilities.

3. Record of access.

Lakeview Academy Charter School keeps a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA (except access by parents and authorized employees of the Charter School) in each student's special education file, including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. If any education record includes information on more than one student, Lakeview Academy Charter School ensures that the parents of a student has the right to inspect and review only the information relating to their student or to be informed of that specific information.

4. List of types and locations of information.

On request, Lakeview Academy Charter School provides parents with information of the types and locations of education records collected, maintained, or used by the Charter School.

5. Fees.

Lakeview Academy Charter School may charge a fee for copies of records that are made for parents under Part B of the IDEA if the fee does not effectively prevent the parents from exercising their right to inspect and review those records; however, it may not charge a fee to search for or to retrieve information under Part B of the IDEA.

6. Amendment of records at parent's request.

- a. A parent who believes that information in the education records collected, maintained, or used under Part B of the IDEA is inaccurate or misleading or violates the privacy or other rights of the student may request the Charter School that maintains the information to amend the information. The Charter School must decide whether to amend the information within a reasonable period of time of receipt of the request. If the Charter School decides to refuse to amend the information, it must inform the parent of the refusal and advise the parent of the right to a hearing on the matter.
- b. Lakeview Academy Charter School, on request, provides an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. If, as a result of the hearing, the Charter School decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, it must amend the information accordingly and so inform the parent in writing.

If, as a result of the hearing, the Charter School decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it must inform the parent of the right to place in the records it maintains on the student a statement commenting on the

information or setting forth any reasons for disagreeing with the decision of the Charter School. Any explanation placed in the records of the student under this section must be maintained by the Charter School as part of the records of the student as long as the record or contested portion is maintained; and if the records of the student or the contested portion is disclosed by the Charter School to any party, the explanation must also be disclosed to the party. Lakeview Academy Charter School follows the hearing procedures described in USBE SER IV.12 as written.

7. Release and disclosure of records.

Parental consent is not required for disclosure of records to officials of agencies collecting or using information under the requirements of Part B of the IDEA, to other school officials, including teachers within the school who have been determined by the Charter School to have legitimate educational interests, to officials of another school or school site in which the student seeks or intends to enroll, or for disclosures addressed in referral to and action by law enforcement and judicial authorities, for which parental consent is not required by 34 CFR 99.

(All Utah Local Education Agencies (LEAs) include in the annual Procedural Safeguards notice that it is their policy to forward educational records of a student with disabilities without parental consent or notice to officials of another school or school district in which a student seeks or intends to enroll.)

Written parental consent is obtained prior to releasing any records to any other person or agency not listed above.

8. Safeguards.

- a. Lakeview Academy Charter School protects the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
- b. The Directors/Principals of Lakeview Academy Charter School assumes responsibility for ensuring the confidentiality of any personally identifiable information.
- c. Staff members at Lakeview Academy Charter School who collect or use personally identifiable information receive training or instruction regarding the State's policies and procedures in USBE SER IV.X and 34 CFR 99 on an annual basis.
- d. Lakeview Academy Charter School maintains, for public inspection, a current listing of the names and positions of those employees within the school who may have access to personally identifiable information on students with disabilities. This list is included in the front pages of each student's special education file which is updated annually.

9. Destruction of information.

Lakeview Academy Charter School informs parents or the student age 18 or older when personally identifiable information collected, maintained, or used under Part B of the IDEA is no longer needed to provide educational services to the student. Information no longer needed must be destroyed at the request of the parents or student age 18 or older. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation. Each student's records may be considered "no longer needed to provide educational services" and may be destroyed three (3) years after the student graduates or three (3) years after the student turns 22.

10. Students' rights.

The rights of privacy afforded to parents are transferred to the student who reaches the age of 18, providing the student has not been declared incompetent by a court order, including the rights with regard to education records.

- J. Discipline.
Lakeview Academy Charter School follows the Discipline requirements and procedures described in USBE SER V.A-K as written.

V. LEA ELIGIBILITY and RESPONSIBILITIES

- A. Participation in assessments and reporting of assessment results.

All students enrolled in Lakeview Academy Charter School, including students with disabilities, participate in the statewide testing program and the school-wide testing program. Participation requirements in the USOE Assessment Participation and Accommodation Policy are followed. The IEP Team determines how a student with disabilities will participate, and accommodations needed, if any. Results of statewide assessments are posted on the USOE website annually.

- B. Public participation in policies and procedures development.

This Policy and Procedures Manual, as well as any future changes to the contents, are presented to Lakeview Academy Charter School Board in a public meeting for review and input. The agenda for Lakeview Academy Charter School board meetings is posted at least 1 week prior to each meeting as required by state law.

- C. Public posting of USOE monitoring results.

Results of monitoring from the Utah Program Improvement Planning System are posted on the USOE website annually.

- D. Methods of ensuring services.

Lakeview Academy Charter School ensures that each eligible student with a disability enrolled in the school receives the services included in the IEP through a systematic process of review of IEPs and monitoring of service delivery by Lakeview Academy Charter School personnel and contracted service providers.

- E. Supervision.

All personnel of Lakeview academy Charter School are supervised by appropriately qualified staff as determined by the local Charter School Board.

- F. Use of Part B funds.

Lakeview Academy Charter School follows the requirements of USBE SER IX.B in ensuring the appropriate use of funds under Part B of the IDEA. Lakeview Academy Charter School participates in the single audit process required by State law that includes an audit of Part B funds.

- G. Personnel standards.

All special education and related services personnel of Lakeview Academy Charter School meet the educator licensing requirements of the USOE for the positions in which they work, as described in the USBE SER IX.H and the Highly Qualified requirements of the USOE State Plan under No Student Left Behind and Educator Licensing – Highly Qualified Assignment (Administrative Rule R-277-510-1 through 11). All personnel necessary to carry out Part B of the IDEA are appropriately and adequately prepared, subject to the requirements related to personnel qualifications and Section 2122 of the ESEA. Lakeview Academy Charter School provides a program of professional development for all special

education personnel, based on the identified skill and knowledge needs of teachers, assistants, related service providers, and others, and including targeted training for persons working with students with specific and individual needs for academic and social behavior instruction.

H. Performance goals and indicators in the State Performance Plan.

Lakeview Academy Charter School participates in additional procedures and collects and provides additional information which the USOE may require in order to meet Federal reporting requirements, including suspension and expulsion rates, LRE environments, disproportionality data, and others. (USBE SER IX.A.2)

I. Early Intervention Services.

Lakeview Academy Charter School uses not more than 15 percent of the amount it receives under Part B of the IDEA for any fiscal year, in combination with other amounts to develop and implement coordinated early intervening services for students in grades K-9 who are not currently identified as needing special education, or special education and related services, but who need additional academic and behavioral support to succeed in a general education environment. These funds are used to carry out activities including professional development that enable school personnel to deliver scientifically based academic and behavioral interventions, as well as educational and behavioral evaluations, services, and supports.

Lakeview Academy Charter School provides any and all required data on its Early Intervention Services annually.

J. Lakeview Academy must ensure that hearing aids worn in school by students with hearing impairments, including deafness, are functioning properly. Lakeview Academy must ensure that external components of surgically implanted medical devices are functioning properly.

K. Caseload Guidelines.

Lakeview Academy Charter School follows the USOE Caseload Guidelines in overseeing the caseload of each special educator, including related service providers, to ensure that a FAPE is available to all eligible students with disabilities.

L. Enforcement.

The confidentiality requirements of Part B of the IDEA are reviewed and approved as part of the LEA eligibility process.

Board Meeting Proposal Form

Proposal Title: Pay Easy Renewal
Submitted by: James Fillmore
Sponsoring Administrator: James Fillmore
Proposal Date: 08/19/2010

Proposal Abstract/details: This is to go with our current vendor for credit card purchases. We can move forward with another processor at any time we wish. This does not tie us to using them exclusively.

Please provide information to the following questions:

- 1) **Proposal supports the charter by..?** N/A
- 2) **Proposal supports ends policy** N/A
It supports this ends policy by...
- 3) **Are funds being requested?** No.
- 4) **Does this replace a current program or policy? If so, please attach a redline version of requested changes.** N/A
- 5) **If a new program/policy, please attach the policy or program proposal.** N/A
- 6) **Please attach any other options that may be considered.** Attached in email
- 7) **Please attach any relevant information and all supporting documentation**

Welcome to Pay Now!

Welcome to RenWeb's Pay Now service. RenWeb has contracted with a new payment processor, FACTS / Nelnet Business Solutions. In order to utilize the Pay Now service, schools must first complete the payment processing agreements you have just downloaded.

You have selected the following options for your families:

School Pay Credit Card Payment Option: With this option the school will incur a small service fee for the convenience of accepting credit card payments. You will receive the full payment amount deposited into your account, typically within two business days of the initial transaction. On the first business day of the following month, First National Bank of Omaha (FNBO) will debit your account for the processing fees. For example: If credit card payments were received totaling \$1000 for the month, the school would receive the full \$1000.00 in payments throughout the month. On the first business day of the following month, a credit card processing fee of 3.75% (or \$37.50 in this example) would be deducted from the school's bank account. These fees cover the credit card processing fees.

Credit Card Brands Accepted: The School Pay Credit Card Payment option allows parents to make a payment using their Visa, MasterCard, Discover Card, or American Express card.

School Pay ACH Payment Option: With this option the school will incur an 85 cent service fee for the convenience of accepting electronic ACH payments. This fee will be debited from the bank account that deposits are made to. This debit will take place once per month and will be for fees due from the prior month's transactions. The fee is a flat rate fee per transaction, and does not vary based on the amount of the payment being made.

Your paper work packet includes the following documents:

- Merchant Application Checklist
- Merchant Application from First National Bank of Omaha (FNBO)
- American Express Merchant Agreement – Exhibit B-2
- ACH Agreement
- Instructions for completing the documents

Each of these forms must be completed, signed, and returned to FACTS/Nelnet Business Solutions. The setup process generally takes 10 business days from the time the completed forms are received.

If you have questions related to the forms included or the options you have selected, please contact a Customer Service Representative toll-free at 1-866-431-4637. Representatives are available Monday through Friday from 8:00 AM – 5:00 PM, Central Standard Time.

Pay Now Documentation Checklist

This packet contains the following forms:

- ☐ Checklist and School Information Form (this form)
- ☐ School Pay Merchant Application
- ☐ AMEX Agreement Exhibit B-2
- ☐ School Pay ACH Agreement

Please ensure all of these required documents are returned so that we may process your application in a timely manner.

Please print the following information:

Name of Institution: _____
School District Code: _____ Date: _____
School Contact: _____

Contact

Contact Phone Number: _____ E-Mail: _____

Please return this form, along with the completed documents listed above to FACTS Management. Forms can be submitted in the following manner:

By E-mail: Please scan the completed documents and e-mail them to:

NTSMerchantSolutions@factsmgt.com

Please enter "Merchant Application" in the Subject line.

By Fax: Please fax the documents to:

Jeff Semin

NTS Merchant Solutions

1-888-782-8019

By Mail: Please mail the documents to:

NTS Merchant Solutions

Attn: Jeff Semin

PO Box 82527

Lincoln, NE 68501-2527

MERCHANT TRANSACTION PROCESSING AGREEMENT CONFIDENTIAL

MERCHANT APPLICATION

Principal: _____ Associate: _____ Chain: _____ MID#: _____ DDA#: _____ MCC Code:

First National Bank of Omaha 1620 Dodge St., Omaha, NE 800.228.2443

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DIR NOV 09

When is cardholder billed for goods/services? On Order On Shipment Average number of days between order and shipment?

Do you use any third party fulfillment houses? Yes No

If Yes, please provide a contact list of all third party fulfillment houses.

Do you work with any third parties or software vendors who have access to cardholder data? Yes No

If yes, please provide a contact list of all third parties and software vendors who have access to cardholder data.

Application

Type:

Addl. Location

LOC/Old MID:

Dun & Bradstreet #:

(If available)

Have you or your business ever declared bankruptcy? Yes No

Card Present % + Card Not Present % = TOTAL: 100%

If CNP Choose one:

Sales to: Consumer % + Business % = TOTAL: 100%

Card Swipe % + Imprint % = TOTAL Card Present %

Type of

Business:

Pricing Method: Type of Goods/Services sold:

(Please include a copy of your return/refund policy)

Previous Processor:

(Please Include copy of statements)

Business Website:

of Employees: Ownership Type: % of Goods/Services Cash and Carry:

Mailing/Billing Address:

(If different from Location)

City: State: Zip: Phone:

Contact Name: Fax: Email:

Phone:

Location Street Address:

(No P.O. Boxes)

City: State: Zip:

Business Legal Name:

("MERCHANT")

Business D/B/A:
Average
Ticket (\$):
Length of Ownership:
Yr Mo
Avg. monthly
Vol. (\$):
Highest Ticket (\$): Visa/MasterCard/Discover Yes
Currently Accepted? No
of Locations: Fed. Tax ID: Location
Volume (\$):
Business
Open Date:
Annual Visa/MasterCard/Discover
Volume (\$):

By the signature below, the Sales Representative verifies that the information stated in this Agreement is correct to the best of his/her knowledge and is as represented to him/her by MERCHANT.

Sales Representative
Signature:
Sales Representative
Name Printed:
Sales Organization: Application Date: Physical Site Inspection Conducted By Sales Rep
Yes No

Bank Reference
Name:
Contact: Phone: Account
Number:

Trade/Supplier 1
Name:
Contact: Phone: Account
Number:

Trade/Supplier 2
Name:
Contact: Phone: Account
Number:

Merchant Setup \$ per MID Authorizations
“or”

\$ per Visa/MasterCard/
Discover Auth
Monthly Maintenance \$ per MID Excessive Electronic
Authorizations

\$ per Visa/MasterCard/
Discover Auth over 100% of SALES
Minimum Discount Billing \$ per month/MID Voice Authorizations \$ each
Chargebacks \$ each Voice AVS \$ each
Retrievals \$ each Non Visa/MasterCard/Discover Authorizations \$ each
Batch Capture \$ each Monthly Paper Statement Yes No \$ 9.95 per month/MID
OTHER \$ Web Access Free for 60 days—Thereafter at \$ per month/MID
OTHER \$ Wireless Monthly \$ per device

Do you operate as a Seasonal
Merchant?

Yes No Annual Seasonal \$ per MID
If Yes, indicate operating months: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
OTHER \$ Wireless Set Up \$ per device

VISA/MC/DISCOVER DISCOUNT RATE

Rate 1 % + \$ per item Rate 3 % + \$ per item

Rate 2 % + \$ per item Rate 4 % + \$ per item

DIR NOV 09 CONFIDENTIAL

2 of 3 Merchant Initials:

Visa Rewards, Visa Signature, MasterCard World, MasterCard Enhanced, and Discover Premium cards will be assessed an additional 0.18% to the applicable rate tier. Please review the Rate Descriptions online at www.firstnationalmerchants.com or contact FNBO at 800.228.2443 for additional information on which interchange programs qualify.

Early Termination Fee: If the AGREEMENT is terminated early during the INITIAL TERM or any RENEWAL TERM for any reason other than set out in paragraph

5.1, 5.2A, or 5.2.B, then MERCHANT agrees to pay FNBO an early termination fee (“EARLY TERMINATION FEE”) in accordance with the following:

\$399 per MID during the first 12 months of the INITIAL TERM; \$299 per MID during the second 12 months of the INITIAL TERM; \$199 per MID during the

third 12 months of the INITIAL TERM; \$149 per MID during any RENEWAL TERM. MERCHANT agrees that the EARLY TERMINATION FEE shall also be

due to FNBO in accordance with this schedule if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL

TERM of the AGREEMENT. MERCHANT agrees that this fee is a not a penalty, but rather a reasonable estimation of the actual damages FNBO would suffer if FNBO were to fail to receive the processing business for the then current term. Paragraph references and capitalized terms not defined in this paragraph are defined in the attached Terms and Conditions.

Brand/Model
Equipment Option
Fee \$ Quantity Total \$
Payment Option
Brand/Model
Equipment Option
Fee \$ Quantity Total \$
Payment Option
Brand/Model
Equipment Option
Fee \$ Quantity Total \$
Payment Option

In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter. Standard Premium IBA DDA
Software Vendor Payment Application Version Fee

Visa International Service: Pass Through at FNBO's Rate Visa Misuse: Pass Through at FNBO's Rate
MasterCard Cross Border (US/Non-US): Pass Through at FNBO's Rate All Other Applicable Association Fees: Pass Through at FNBO's Rate
Visa Zero Floor Limit: \$0.1039 per transaction without corresponding authorization
PCI Validation (Non-scanable): \$ per year OR \$ per month
PCI Validation (Existing QSA): \$ per year
PCI Non-validation: \$ per month if MERCHANT does not validate compliance with FNBO's vendor within 90 days of signing.
PCI Validation (Scanable): \$ per year OR \$ per month
MERCHANT will initially be charged for PCI Validation as Scanable Non-scanable.
Existing QSA
FNBO may change this based upon results received from FNBO's vendor.

PCI VALIDATION

ATM/DEBIT Yes No
Setup \$ per MID
Transactions \$ each
Monthly per MID \$
Network **Pass thru Interchange**

ATM/DEBIT

ASSOCIATION FEES

DIR NOV 09 CONFIDENTIAL

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PERSONAL GUARANTOR: (Signature-No Titles) Print Name: (No Titles)

MERCHANT: (Business Legal Name) Social Security Number:

Home Address: Home Phone: Work Phone:

THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is

for the benefit of First National Bank of Omaha ("FNBO"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction

Processing Agreement and allied agreements ("AGREEMENT") between FNBO and ("MERCHANT") as set forth below, I absolutely and unconditionally

guarantee the full performance of all MERCHANT's obligations to FNBO, together with all costs, expenses, and attorneys' fees incurred by FNBO in connection

with any actions, inactions, or defaults of MERCHANT. I waive any right to require FNBO to proceed against other entities or MERCHANT.

There are

no conditions attached to the enforcement of this GUARANTY. I authorize FNBO, its agents or assigns to make from time to time any personal credit or other

inquiries and agree to provide, at FNBO's request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in

accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is

a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by FNBO of written notice by me terminating or modifying

the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective

date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT

and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR

and FNBO.

By their execution below the undersigned parties agree to abide by the merchant transaction processing agreement (the "AGREEMENT"). The AGREEMENT

consists of the Merchant Application and the Terms and Conditions (a separate attachment hereto), and MERCHANT acknowledges receipt of the terms and conditions at the time of signing. MERCHANT warrants that the information provided on the Merchant Application is complete and accurate. MERCHANT authorizes FNBO to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/partner, authorize FNBO, or its agents or assigns, to make from time to time, any business and personal credit and other inquiries. If applicable, MERCHANT agrees by its signature below to the Equipment Agreement. In witness whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives effective on the date signed or approved by FNBO.

By signing the Merchant Transaction Processing Agreement with FNBO, I represent that I have read and am authorized to sign and submit this application agreeing to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First National Bank of Omaha and its agents, assigns or affiliates (collectively "FNBO") and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct FNBO and AXP and AXP agents and Affiliates to inform me directly, or through MERCHANT, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the MERCHANT agrees to abide by the AXP Agreement and will be sent materials welcoming it, either to AXP's program for FNBO to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if MERCHANT does not qualify for FNBO's servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and MERCHANT may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, MERCHANT agrees to be bound by the AXP Agreement. I understand that FNBO is not a party to the AXP Agreement.

Principal's Name (Please Print): Title:
Equity Ownership (%) Home Phone No: Date of Birth: Principal's Soc Sec No:
Principal's Home Address: City: State: Zip:
MERCHANT (PRINCIPAL / OFFICER / OWNER)
Signature:
Name (Please Print): Title: Date:
First National Bank of Omaha
("FNBO") Signature:
Name: Title: Date:

AXP OnePoint® or AXP ESA
Retail: + \$0.10 Trans Fee
Retail: 0.30% CNP downgrade
Services, Wholesale & All Other: + \$0.15 Trans Fee
Restaurant: 0.30% CNP downgrade
AXP Discount Rate or AXP Monthly Flat Fee (AXP ESA only)
Annual AXP Charge Vol Monthly Gross Pay (+.03% if \$100k+) - ESA only
Average Ticket Daily Gross Pay - ESA only
AXP SE # Pay Frequency - ESA Only: 3 Day 15 Day 30 Day
Merchant Name: Merchant CAP:

EXHIBIT B-2

This instrument (the "Addendum") effective as of the date indicated on the signature page hereof ("Effective Date") supplements the Master Agreement, as defined below, including any and all exhibits, amendments, addenda, appendices and supplements thereto. Unless otherwise defined herein, all terms used in this Addendum shall have the same meanings ascribed to them in the Master Agreement and shall incorporate by reference all terms of the Master Agreement. In the event of a conflict between this Addendum and the Master Agreement, the terms of this Addendum shall control.

WHEREAS, American Express Travel Related Services Company, Inc. ("we," "us" or "our") and Nelnet Business Solutions, Inc. ("TPSP") are parties to a Master Agreement dated June 29, 2004 whereby American Express permits TPSP to accept the American Express Card and submit Charges on behalf of certain education, government and utility institutions ("Master Agreement"), and

WHEREAS, _____, with an address of _____ ("you," or "your"), has authorized TPSP to administer credit card acceptance on your behalf, including the acceptance of the American Express Card, subject to the terms of this Addendum, and

WHEREAS, American Express requires certain information from you in order to fulfill all of our obligations to you under this Addendum and to the TPSP under the Master Agreement, and you agree to provide such information to us

as set forth below.

NOW THEREFORE, the parties agree that American Express Card acceptance shall be administered by TPSP, on your behalf, pursuant to the terms of the Master Agreement and this Addendum:

1. Card Acceptance

You confirm that you have authorized TPSP to accept the Card and submit Charges on your behalf.

2. Contact Information

You will provide to us, in an electronic format, with your contact information, which includes your name, address and telephone number and the name, address and telephone number and address of your decision maker. Upon our request, you will update this information to ensure that it is complete and accurate. We will only use this information for internal purposes as required to perform our obligations under the Master Agreement and this Addendum.

3. Payment

You will designate, or authorize TPSP to designate on your behalf, a demand deposit account (*Account*) with a third party bank located in the United States (*Bank*), which can receive payments electronically via the Automated Clearinghouse of the Federal Reserve System (ACH). You must notify your Bank that we may have access to the Account for the purposes of debiting the Account for amounts you owe us. Under the Electronic Pay Program, payments for Charges submitted by TPSP on your behalf are sent electronically via ACH. We will initiate payment to the Account via ACH within 3 calendar days (excluding Sundays and any Federal Reserve holiday) after we receive and process Charges submitted by TPSP on your behalf. If the payment date falls on a day that our bank is not open for processing ACH payments, we will initiate payment on the next day our bank is open for processing ACH payments.

We will pay you in United States Dollars for the face amount of such Charges you submit. The Discount, Credits or any amounts for which we exercised Full Recourse, will not be deducted from the face amount of the Charges submitted by TPSP on your behalf. Instead, such amounts will be deducted from amounts we pay to TPSP. You are not permitted to receive payment on behalf of any other entity. In the event that you receive any payment from us that is not owed to you pursuant to the Master Agreement or this Addendum, you will promptly return such payment to us. If you do not promptly return such payment to us, we reserve the right to withhold future payments to you until such payment is fully recouped by us.

We will pay you for Charges via the Electronic Pay Program described above unless you request in writing to be paid by check. If you are paid by check, we will charge a processing fee of ninety-five cents (U.S. \$0.95) per check. We will not be responsible for any obligations, damages or liabilities over and above the amount of the applicable debit, credit or adjustment to your Account in the event that any such debit, credit or adjustment is not honored by or is improperly applied to the Account by your Bank. It is your responsibility to notify us of any changes to your Bank or ACH information.

Upon sixty (60) day prior written notice to us, you may elect to discontinue receiving payments from us directly and elect to have TPSP receive payment for Charges submitted on your behalf. Upon such election, you and the TPSP will provide us with reasonable support to ensure that we obtain all information required by us in order to pay TPSP directly.

You represent and warrant (i) that you have not assigned to any third party any payments due to you under the Master Agreement or this Addendum, and that we will not have any obligation to any third party with respect to the payments hereunder and (ii) that all indebtedness arising from Charges submitted to us by TPSP on your behalf is genuine and free of any liens, claims or encumbrances. You acknowledge that you have no right to bill and/or collect from any Cardmember for any purchases or payments made with the Card unless we have exercised Full Recourse for such Charges, you or TPSP have fully paid us for such Charges, and you or TPSP otherwise have the legal right to do so.

4. Disputed Charges and Full Recourse

You direct us, and we agree, to send inquiries regarding a claim, complaint, or question related to a Disputed Charge to you. You will retrieve all requested information relating to the Disputed Charge and provide such information to us within the timeframes described in the Master Agreement. If a Disputed Charge relates solely to the Convenience Fee associated with the Charge submitted by TPSP on your behalf, then the payment to you for the amount of the Charge that was associated with the Convenience Fee will not be treated as a Disputed Charge as well. If we exercise Full Recourse for a Disputed Charge that is related solely to a Convenience Fee, the amount of the Convenience Fee will be deducted from future payments to TPSP.

Full Recourse means our right to payment from you for the full amount of each Charge subject to such right. We have the right to deduct, recoup or offset such amount from payments to you, or we may notify you of your obligation to pay us. If we contact you to request payment, you will pay us promptly for the full amount for which we have exercised Full Recourse. Our failure to demand payment does not waive our rights to Full Recourse under the Master Agreement or this Addendum. We have the right to Full Recourse if you do not comply with the terms of this Addendum, or if TPSP did not comply with the terms of the Master Agreement regarding submission of Charges on your behalf, even if we had notice when we paid you for a Charge that you, or TPSP, did not so comply. We will also have other rights to Full Recourse as provided elsewhere in this Addendum. In materials that you may receive from us, the term *Full Recourse* may also be referred to as *Chargeback*.

5. Reporting

You acknowledge that TPSP is solely responsible for providing reports to you that detail the Charges submitted by TPSP on your behalf, the Disputed Charges for which we exercised Full Recourse or where we applied other adjustments to your Account.

6. Refunds

Your refund policies for purchases made, or payment obligations satisfied, with the Card must be at least as favorable as your refund policy for purchases made, or payment obligations satisfied, with any other form of payment. You must prominently post your refund policy for each of your agencies on the respective agency's web site.

7. Term and Termination

Subject to our rights in the Master Agreement, this Addendum will commence on the Effective Date and continue until the Master Agreement terminates or until you provide written notice to us that your agreement with TPSP has terminated. In addition to all other rights and remedies, if this Addendum terminates, (1) we will have the right to withhold any payments owed to you until we have recouped any amounts owing to us, (2) our right of direct access to the Account will survive the termination until such time as all amounts payable to us under this Addendum have been paid and (3) if any amounts payable to us remain unpaid after all deductions or debits are made, you and your successors and assigns shall remain liable to pay such amounts and shall pay us within thirty (30) days after our request for payment. Upon termination, you must (1) remove all American Express identification from your locations and immediately return our materials and equipment, if any, to us, or cause TPSP to do so; (2) cause TPSP to submit, in accordance with the Master Agreement, any Charges on your behalf that were incurred prior to termination; and (3) cause TPSP to submit, in accordance with the Master Agreement, any Credits relating to Charges submitted on your behalf. Our rights under the sections entitled "Disputed Charges and Full Recourse," "Indemnification/Limitation of Liability," and "Term and Termination" shall survive termination of this Addendum.

8. Confidentiality

Each party must keep confidential and not disclose to any third party the terms of the Master Agreement or this Addendum and any information it receives from the other party that is not publicly available. The names, addresses, account numbers, Card Identification Numbers (CIDs), and any information and data relating to Cardmembers and Card transactions (collectively, *Cardmember Information*) are confidential and our sole and exclusive property. Except as provided in the Master Agreement or this Addendum, you and TPSP may only use and store such Cardmember Information to facilitate Card transactions. You must not disclose or use Cardmember Information for any other purpose.

9. Indemnification/Limitation of Liability

You will indemnify, defend and hold harmless us, our parent, subsidiaries, affiliates, successors and/or assigns from and against any and all damages, losses, costs and/or expenses including, but not limited to, reasonable legal fees, arising from your actions or failure to act in connection with the relationship established by this Addendum, including but not limited to the breach of this Addendum by you or TPSP.

In no event will we be responsible or liable to you for any incidental, indirect, speculative, consequential, special, punitive or exemplary damages of any kind arising hereunder. We will not be responsible hereunder for damages to you arising from delays or problems caused by any telecommunications carrier or banking system or Internet services provider ("ISP"); provided, that the foregoing shall have no effect upon our rights of Full Recourse, as described in the Master Agreement or this Addendum.

10. Authority to Sign

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

Except as specifically indicated above, all terms and conditions of the Master Agreement shall remain unchanged and in full force and effect.

EFFECTIVE DATE: _____

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By:

Name: Thomas F. Pojero

Title: Senior Vice President

Merchant Services North America

INSERT/PRINT LEGAL NAME OF

GOV'T/EDUCATION/UTILITY ENTITY

By:

Name:

Title:

Date:

Nelnet Business Solutions, Inc.

By:

Name: Rebecca Pollock

Title: Nelnet Business Solutions CFO

Date:

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ACH PROCESSING AGREEMENT

This ACH PROCESSING AGREEMENT (this "Agreement") is entered into on _____ (the "Effective Date") between _____ ("Customer") and Nelnet Business Solutions, Inc. ("NBS"), a Nebraska corporation having its principal place of business at 121 South 13th Street, Lincoln NE 68508. Customer and NBS may be referred to individually as a "party" and collectively as the "parties."

RECITALS

Customer wishes to originate Automated Clearing House ("ACH") transactions through NBS. NBS is willing and able to act as an ACH third party sender on behalf of the Customer. In consideration of the mutual rights and obligations set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Term:** The initial term of this Agreement shall be three (3) years from the Effective Date. Following the initial term, this Agreement shall automatically renew on an annual basis unless terminated in writing with ninety (90) days notice. Notwithstanding the foregoing, NBS may terminate this Agreement immediately at any time if Customer fails to meet the obligations set forth in Section 3 or Section 5. Termination shall affect prospective transactions only and shall not affect the rights or obligations of the parties relative to transactions prior to termination.
2. **Services:** NBS agrees to provide Customer with ACH processing services (the sending and/or receiving of ACH transactions) through an appropriate originating depository financial institution ("ODFI") selected by NBS. NBS shall be considered the Customer's agent for such purposes with full power and authority to act on behalf of Customer. Customer understands and agrees that Customer will be considered the Originator of ACH transactions submitted hereunder. Customer further agrees that all ACH transactions (a) are the result of bona fide business transaction with between the Customer and its customers, and (b) comply with the provisions of U.S. law.
3. **Customer Responsibilities:** Customer agrees to the following:
 - a. Customer shall comply with all applicable ACH Rules as set forth by the National Automated Clearing House Association ("NACHA") as such rules are updated from time to time.
 - b. Customer shall comply with all applicable federal and state laws, rules, and regulations, including without limitation the Electronic Fund Transfer Act, Federal Reserve Regulation E, and the Fair Credit Reporting Act.
 - c. Customer agrees to immediate termination of this Agreement and immediate discontinuation of all ACH processing services if Customer fails to meet its obligations under this Section 3 as determined by NBS or its ODFI in their sole discretion.
 - d. Customer agrees to pay all processing fees in a timely fashion as forth herein. Customer is solely responsible for all processing fees, regardless of whether such fees are passed on to the Customer's customers. Any fee charged to the Customer's customer that fails or returns will be assessed to the Customer, including any applicable return fees.
4. **NBS Responsibilities:** NBS agrees the following:
 - a. NBS shall comply with all applicable ACH Rules as set forth by NACHA as such rules are updated from time to time.
 - b. NBS shall comply with all applicable federal and state laws, rules, and regulations, including without limitation the Electronic Fund Transfer Act, Federal Reserve Regulation E, and the Fair Credit Reporting Act.
5. **Compensation; Payment:** Customer shall be charged and fees shall be collected on a per-transaction basis as described in Appendix A. Customer must complete the ACH debit authorization in Appendix B; Customer warrants and represents that any debit blocks relative to NBS debits have been removed from the account. Failure to maintain sufficient funds in the account may result in termination of this Agreement, collection activity, and legal action.
6. **Relationship of the Parties:** Except for the limited agency relationship required hereunder to process ACH transactions, the Parties acknowledge and agree that an independent contractor relationship has been created by this Agreement. Neither party, nor that party's employees, agents, or representatives shall be deemed to be an employee, agent, or representative of the other party for any purpose. Each party will be solely and entirely
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responsible for its acts and omissions and the acts and omissions of its agents, employees, subcontractors, and representatives during the performance of this Agreement.
7. **Mutual Indemnification; Limitation of Liability:** Each party shall indemnify, defend, and hold the other harmless, including the other's directors, officers, employees, agents, representatives, subsidiaries, affiliates, and parent companies (the "Indemnified Parties"). Such indemnification applies to all demands, claims, actions, penalties, damages, losses, liabilities, and expenses, including reasonable attorney's fees, which are incurred by reason of: (a) noncompliance with applicable ACH Rules (b) noncompliance with applicable local, state, or federal laws, rules, or regulations, (c) any act or omission related to the party's performance or failure to perform its obligations under this Agreement; or (d) infringement of the intellectual property rights of any third party, including but not limited to copyright, trademark, or patent claims. EXCEPT AS NECESSARY FOR A PARTY TO MEET ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR (X) LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING THE LOSS OF FUTURE BUSINESS OR INJURY TO REPUTATION, ARISING DIRECTLY OR INDIRECTLY FROM ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, OR (Y) DAMAGES EXCEEDING THE REVENUE EARNED BY THE LIABLE PARTY UNDER

THIS AGREEMENT.

8. **Force Majeure:** Neither party shall be liable for any delay in the performance of, or any failure to perform, any of its obligations under this Agreement if such delay or failure is caused by any strike, lockout, accident, fire, delay in transportation or delivery, shortage of materials, act of God, embargo, riot, civil commotion, governmental action, war, or any other cause, whether similar or dissimilar to the foregoing, beyond the control of such party.

9. **Miscellaneous:** Each party represents and warrants that its execution of this Agreement and its performance hereunder are not in breach of any agreement that it may have with a third party nor will it violate the proprietary rights or interests of any third party. This Agreement and any Addenda may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. The headings used in this Agreement are for reference only and shall not be deemed part of this Agreement. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, this Agreement shall be construed as if not containing that provision; the balance of the Agreement shall remain in full force and effect and shall be construed to give the greatest possible effect to the parties intent hereunder. In the event that this Agreement is terminated, the obligations set forth in Sections 7 and 9 of this Agreement shall survive. This Agreement shall be governed by the laws of the State of Nebraska without giving effect to conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or representatives, effective on the date first above written.

Customer: _____ **Nelnet Business Solutions, Inc.**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Customer address:

Address 1

Address 2

City, State, ZIP

3

Appendix A

For each ACH transaction attempted by NBS (check only one):

☒ Merchant-pay option: Customer will be charged \$ _\$0.85_ per transaction

☐ Consumer-pay option: Consumer (the Customer's end user) will be charged \$ _____ per transaction

Return Item Fee: \$2.50 per ACH item returned

NBS shall automatically deduct fees from Customer's account on a monthly basis. Fees apply for each ACH transaction

attempted regardless of whether the attempt results in a successful payment.

Customer may also be charged for any additional fees relative to ACH processing, including but not limited to fees for processing returns, monthly reporting fees, and other applicable fees.

4

Appendix B

Customer authorizes NBS to initiate electronic debit (ACH) entries to the Customer's account provided below, or any subsequent account provided, for the purpose of collecting money owed by the Customer to NBS.

Customer acknowledges that the origination of ACH transactions to their account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until NBS has received written notification from the Customer of its termination in such time and in such manner as to afford NBS a reasonable opportunity to act on it.

Customer agrees to exempt NBS and its service providers from any "debit blocks" that may be in place on the account provided. Failure to remove debit blocks could result in funds not being remitted to Customer. It is the Customer's sole responsibility to ensure such debit blocks are removed. NBS and its service provides disclaim all liability for their inability to remit funds due to Customer's failure to remove debit blocks.

Debit Block Filter – White-listing Information – Renweb Clients

NACHA ID Name Routing Number

1364199567 infiNET or Nelnet Business 10-4910795

4421510004 NBS Renweb Fees 10-4910795

9470259043 FNBO Pymt Proc 10-4000016

Please complete all fields:

Bank Name (Please include City, State): _____

Name on Bank Account: _____

Account Type (Checking/Savings): _____

Bank Routing Number: _____

Account Number: _____

***** PLEASE ATTACH A BANK LETTER OR A COPY OF A VOIDED CHECK *****

Authorized Customer Signature Date

Printed Name of Person Listed Above

Merchant Application Instructions

Step 1: Complete the Merchant Application Checklist.

☐ This form is needed to confirm we receive all required paperwork for the options selected by the school. Please ensure the school district code is entered.

Step 2: Complete the Merchant Transaction Processing Agreement – Merchant Application

Note: There are several areas on the application that have been lined out. The application itself was designed to allow merchants from any business sector to apply for credit card payment processing through First National Bank of Omaha (FNBO). The majority of the lined out sections are requests for information to help FNBO perform a risk evaluation of the merchant. These sections are not applicable to you as a merchant providing education services, as the risk for merchant fraud is very low in the education services market. Therefore, if a field or an entire section is lined out, you do not need to provide any response in that field or section.

Page 1 of 3:

☐ Business Information

- o **Business Legal Name:** This will typically be the name of the school
- o **Business D/B/A:** This field should contain the business name that you want to appear on your cardholders' statement. It can be no longer than 30 characters in length.
- o **Location Street Address:** The physical address of the school. Not a PO Box.
- o **Contact Name:** Please list the person at the school that we should contact if there were any questions about credit card payments or settlement.
- o **Phone:** Please list the contact persons phone number
- o **Fax:** Please list the contact persons fax number
- o **Email:** Please list the contact persons e-mail address
- o **Mailing/Billing Address:** If mail must be sent to an address other than the address listed in the "Location Street Address", please list that address here. PO Boxes are acceptable here.
- o **Phone:** Please list the phone number for the school here.

☐ Business Profile And Assumptions

- o **Federal Tax ID:** This is required for all merchants.
- o **Annual Visa/MC/Disc Volume:** This should be your best guess as to the total dollars in payments you might collect in Visa, MasterCard and Discover Card payments (but not AMEX payments) in a 12-month period.
- o **Business Open Date:** Date the school opened for business. Does not need to be the exact date. For example, July, 1955 would be acceptable.
- o **Average Ticket:** This is your best guess as to what the average payment amount will be that will be charged to a Visa, MasterCard or Discover card payment.
- o **Highest Ticket:** This is your best guess as to what the single largest payment amount will be that will be charged to a Visa, MasterCard or Discover card payment.
- o **Average Monthly Volume:** Simply take the amount entered in the "Annual Visa/MC/Disc Volume" field and divide that amount by 12. Enter the result in this field.
- o **Business Website:** Please enter the schools website in this field.

☐ References

- o **Bank Reference:** Please list the bank name, bank contact, bank phone number, and the bank account number for the account that you would like to have your credit card payments deposited in to.

Merchant Application Instructions

Page 2 of 3:

☐ Fees

- o There is nothing that the school needs to complete on this page. Please see the "Rate Descriptions" included with your documentation for more information related to fees the school will pay.

☐ Funds Transfer

- o All schools will receive **Premium** processing.

Page 3 of 3:

☐ American Express ("AXP")

○ There is nothing to fill out in this section. You will however be able to accept American Express.

☐ **Personal Guaranty**

○ This section is not applicable to school merchants.

☐ **Agreement Acceptance**

○ The school representative that has the authority to request the merchant services offered by Nelnet Business Solutions and First National Bank of Omaha (FNBO) should sign and print their name, print their title, and date the application.

○ If you would like to receive a copy of the First National Bank of Omaha Terms & Conditions, please send an e-mail to NTSBusinessSolutions@factsmgt.com and enter FNBO T & C's in the subject line. You will receive an electronic copy of the terms via email.

Step 3: Read and sign the American Express Agreement – Exhibit B-2

Page 1 of 3:

☐ In paragraph 3, please enter the institutions name and address on the two blank lines.

Page 3 of 3:

☐ Enter today's date on the "Effective Date:" line.

☐ Authorized customer must sign, date, and print their name in the appropriate fields on the bottom left-hand side of the document.

Step 4: Read, complete, and sign the ACH Processing Agreement.

Page 1 of 4:

☐ In the first paragraph, enter today's date and the institutions name on the blank lines.

Page 2 of 4:

☐ Enter the Customer information towards the bottom left hand side of the page.

Merchant Application Instructions

Page 3 of 4:

☐ Verify that the correct option has been selected for you.

○ If you selected the ACH School Pay option, the first box should be checked. The fee is a flat fee of 85 cents per transaction. Please see the "Rate Descriptions" page for more information.

○ If you selected the ACH Parent Pay option, the second box should be checked. The fee is a flat fee of 85 cents per transaction. Please see the "Rate Descriptions" page for more information.

Page 4 of 4: Appendix B

☐ Complete the banking information requested in the middle of the page.

☐ Submit a bank letter or a copy of a voided check when returning the ACH Agreement.

☐ Authorized customer must sign, date, and print their name at the bottom of the form.

☐ **Notify your bank that the three accounts listed on page four (infiNET or Nelnet Business, NBS RenWeb Fees, and FNBO Pymt Proc) must be white-listed so that any fees, returns, or chargebacks can be completed successfully. Any "debit blocks" must be removed for these three accounts.**

When all required paperwork has been completed and signed by authorized personnel, please return the documentation to Nelnet Business Solutions Merchant Services using one of the following methods:

☐ E-mail

○ Scan and e-mail the documentation to: NTSMerchantSolutions@factsmgt.com

○ Please put **"New Merchant Application"** in the "Subject" field of the e-mail.

☐ Fax:

○ Fax the documentation to:

• NTS Merchant Solutions

• Attn: Jeff Semin

• 1-888-782-8019

☐ Mail:

○ Mail the documentation to:

• NTS Merchant Solutions

• Attn: Jeff Semin

- PO Box 82527
- Lincoln, NE 68501-2527

Once the documents have been received, you will receive a confirmation e-mail. If you have any questions while filling out the paperwork, please contact a customer service representative tollfree at **1-866-431-4637**. Representatives are available **Monday through Friday from 8:00 AM – 5:00 PM**, Central Standard Time.

Board Meeting Proposal Form

Proposal Title: Charter Pool Renewal (EMIA)
Submitted by: James Fillmore
Sponsoring Administrator: James Fillmore
Proposal Date: 08/19/2010

Proposal Abstract/details: This is simply the renewal rates for our Benefits for our employee's. We are continuing on with 75% paid premiums. We have had other benefits carriers submit bids, but EMIA is still the best value available.

Please provide information to the following questions:

- 1) **Proposal supports the charter by..?** In our charter we explain that we want to have high quality teachers, and the benefits package that we offer is one of the best available to all charter solutions schools. Even though most of the schools use EMIA for their benefits, our level of compensation is much higher for many employees.
- 2) **Proposal supports ends policy** N/A
It supports this ends policy by...
- 3) **Are funds being requested?** No.
- 4) **Does this replace a current program or policy? If so, please attach a redline version of requested changes.** N/A
- 5) **If a new program/policy, please attach the policy or program proposal.** N/A
- 6) **Please attach any other options that may be considered.** Attached in email
- 7) **Please attach any relevant information and all supporting documentation**

The Utah Charter Schools Interlocal Risk Pool Trust

Administered by Educators Mutual Insurance Association

Educators Customer Service 262-7475 or 1-800-662-5851

Self Funded Employee Medical Benefit Plan

All services are subject to Educators Table of Allowances. When using a Non-participating Provider, the Covered Person is responsible

for all fees in excess of the Table of Allowances.

The Utah Charter Schools Interlocal Risk Pool Trust
September 01, 2010 - August 31, 2011

Educators Care Plus

Non-Participating

Plan 0

Provider Option

Provider Option

GENERAL INFORMATION

Lifetime Maximum Benefit

YOU PAY

\$1,000,000

Preexisting Condition Window Period

6 months prior

Preexisting Condition Waiting Period

First 8 months of coverage / 18 months Late Enrollees

Benefit Accumulator

Contract Year

Dependent Age Limit

26

Step Children Certification

Claimed on taxes

Coinsurance Maximum (Per

\$2,500 / \$5,000

\$4,500 / \$9,000

Person/Family Per Year - Separate from and not satisfied by the Mental Health Coinsurance Maximum).

Services designated * do not accumulate toward the applicable Coinsurance Maximum.

Medical Deductible (Per Person/Family

None

*\$200 / *\$600

Per Year - Separate from and not

satisfied by the Mental Health

Deductible). Please note ♦.

Non-Preauthorization Patient Penalty

Not Applicable

50% Reduction in Benefits

Non-Preauthorization Provider

50% Reduction in Payment

Not Applicable

Sanction

Non-Precertification EAP Penalty

Not Applicable

PRESCRIPTION DRUG BENEFITS (If brand is purchased when generic is available, member pays the copay plus the difference between the generic and the brand price)

YOU PAY

Participating Pharmacy (30 day supply)

Generic - *\$10

Preferred - *\$20

Non-Preferred - *\$40

Significant Medication (during first 12 months after FDA approval)

*50%

New Therapeutic Class of Medication (after a 6-month waiting period following FDA approval)

*50%

Non-Participating Pharmacy

Not Covered

Mail Order (90 day supply)

Generic - *\$20

Preferred - *\$40

Long-term (maintenance) medications must be purchased through mail order to receive coverage.

Non-Preferred - *\$80

HOSPITAL/FACILITY BENEFITS

YOU PAY

(Physician & Professional Services are not included in this section.)

Medical/Surgical/Maternity/Intensive Care (semi-private room)

\$150 then 10%

♦50%

Medical/Surgical/Maternity/Intensive Care (Inpatient Ancillary)

10%

♦50%

Skilled Nursing Facility (60 days per Year) (Admission must be within 5 days of discharge from Hospital Confinement)

10%

♦50%

Medical/Surgical Care (Outpatient)

10%

♦50%

Emergency Room (ER)

\$150 then 10%

♦50%

Major Diagnostic Test, CT Scan, MRI,

10%

♦50%

NMR (Outpatient including ER)

Minor Diagnostic Test, X-ray, Lab (Inpatient)

10%

♦50%

Minor Diagnostic Test, X-ray, Lab (Outpatient including ER)

10%

♦50%

Newborn

10%

♦50%

InstaCare/Urgent Care Clinic

\$35

♦50%

REHABILITATION THERAPY BENEFIT

YOU PAY

Inpatient – physical, speech, occupational, cardiac, or pulmonary (40 days per person per Year)

20%

♦50%

ACCIDENT AND LIFE THREATENING CONDITION

YOU PAY

Medical/Surgical –

Covered as any other condition

Covered as a Participating Benefit subject to the Table of Allowance

Physician/Facility/ER

Ambulance Land/Air (Accident & Life-threatening)

20%

Orthodontic Injury Treatment (\$500 maximum per occurrence)		*50%	
Dental Injury Treatment		20%	
PHYSICIAN & PROFESSIONAL SERVICES		YOU PAY	
Physician Office Visits (primary care)	\$20		◆50%
Physician Office Visits (secondary care)	\$30		◆50%
Physician Office Visits (after hours)	\$30		◆50%
Physician Visits (Inpatient)	10%		◆50%
Physician Visits (Outpatient including ER)	10%		◆50%
Major Diagnostic Test, CT Scan, MRI, NMR (office)	10%		◆50%
Minor Diagnostic Test, X-ray, Lab (office)	Covered 100%		◆50%
Minor Diagnostic Test, X-ray, Lab (Inpatient)	10%		◆50%
Minor Diagnostic Test, X-ray, Lab (Outpatient including ER)	10%		◆50%
Radiology/Pathology (office)	Covered 100%		◆50%

Policy Type: Executive Limitations

Policy Title: Facility Use policy

Lakeview Academy Charter School shall be available for use under conditions permitted by law, and in accordance with policy adopted by the LVA Board of Trustees. This policy covers all functions which occur outside of regular school hours. The Director will approve all outside usage of Lakeview Academy.

Accordingly, he or she shall not:

1. Schedule the use for all LVA facilities, including the building and all outside grounds, outside of the following priority guidelines.:

Priority I LVA sponsored educational activities, such as theatrical performances, concerts, “show what you know” events, and after school clubs.

Priority II LVA sponsored non-educational functions, such as athletics, board meetings, and committee meetings.

Priority III 501(c)(3) organizations.

2. Schedule the use of Lakeview Academy Facilities without first giving all Lakeview Academy sponsored activities and functions priority over non sponsored functions and activities. In the event of a conflict, reasonable effort will be made to find a solution. Lakeview Academy facilities are not permitted to be used for _____, religious, or for profit reasons.

3. Fail to follow the usage guidelines for Lakeview Academy

A. The Director(s) are authorized to grant the use of Lakeview Academy facilities in accordance to written policy, as well as establish the conditions of facility use. The Director(s) may reject any application or rescind any agreement for use of Lakeview Academy facilities when the activity is not consistent with the school’s charter, goals or mission. Activities that are viewed to be at risk of damaging Lakeview Academy or other individuals shall be rejected.

B. Users are responsible for general clean up after use. The facility is to be returned to its original arrangement and condition by the responsible party, prior to leaving Lakeview Academy. Equipment of Lakeview Academy, such as smart boards, televisions, ball, pianos, may only be used if special written permission has been obtained from the appropriate personnel.

C. The responsible party must sign in with Lakeview Academy designated On-Site Monitor upon arrival, and upon leaving the facility. All minors must be supervised at all times by an adult, with a ratio no greater than 1 adult per 15 minors. Damage sustained to the facility by the user, will be responsible for the cost of repairs incurred by Lakeview Academy.

inclusive. D. The above guidelines are general, and are not to be understood as all

4. Fail to provide a complete usage guideline to groups upon submitting an application for facility use.

5. Fail to receive a written request from groups desiring to use Lakeview Academy facilities, preferably three or more weeks in advance of the desired usage. The written request must contain the following information:

- A. Name of organization and address
- B. Contact person (responsible party) and contact information
- C. Description of the activity, including date/time
- D. Expected number and maximum number of participants
- E. Portion of the facility requested
- F. Proof of 501(c)(3) status.

6. Have a Lakeview Academy facilities use form filled out and on file when facility use has been approved.

7. Fail to create a Lakeview Academy facility use form. The form shall not fail to contain the conditions of use, responsibilities of user, an indemnification agreement, and insurance requirements. The form must be approved by Risk management before it may be used

Policy Type: Ends Policy
Policy Title: Parent Satisfaction

When students, parents, teachers, and administration are held accountable for the success of Lakeview, students' needs are met at a higher level improving academic outcomes.

Accordingly:

1. Lakeview Academy will develop a strong school culture of ...

This will be measured by...

2. On annual parent surveys 80% of parents will rate the school as
satisfactory or higher.

This will be measured annually through board-produced surveys.

32. Lakeview Academy will have at least a 90% student retention rate.

This will be measured through monthly enrollment reports.

43. Lakeview Academy's Highly Outstanding Teacher retention rate will meet or exceed
the average retention rate of teachers in surrounding Charter Schools.

This will be measured annually through staff retention reports.